



CITY OF CLEAR LAKE

15 North 6th Street • P.O. Box 185 • Clear Lake, IA 50428
Phone (641) 357-5267 • Fax (641) 357-8711
www.cityofclearlake.com

Mayor
NELSON P.
CRABB

July 3, 2014

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **July 7, 2014**, at 6:30 p.m., in the Conference Room, at the Clear Lake Fire Station. Please refer to the enclosed agenda for the items discussed below.

COUNCIL MEMBERS

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6C. **Sewer Rehabilitation Project.** One of the major capital improvement projects budgeted for FY 15 was a sewer collection system rehabilitation project. The Council allocated \$300,000 for the project, with \$200,000 proposed for sanitary sewer work and \$100,000 for storm sewer rehabilitation. The Project would be funded from sewer revenues.

The City has "lined" a substantial amount of its sewer system over the past 10 years in an effort to reduce infiltration of groundwater into the City's sanitary collection system by correcting system defects such as breaks or holes in lines, cracks, and minor misalignments. Correction of these structural defects also helps prevent sink holes or damage to city streets.

Consistent with previous projects, the City proposes to utilize the cured-in-place pipe lining (CIPP) process, which relies on "trenchless" sewer reconstruction technology that does not involve open excavations. Instead of digging up and replacing the old vitrified clay pipe, the CIPP process provides for the insertion of a special lining inside the old pipe. The new liner creates a watertight, smooth-surfaced and long-lasting pipe within the old sewer.

City staff has identified eight "priority" segments of the sanitary sewer system suitable for correction and rehabilitation using the CIPP method. The sanitary sewer segments to be rehabilitated are all 8" diameter pipe size. The total length of these various segments is approximately 4,600 LF. Additionally, there will be 19 sanitary sewer manholes that will also be evaluated as part of the project design phase to determine if they are in need of rehabilitation or reconstruction. There is also 455 LF of storm sewer pipe, ranging in diameter from 12" to 24", proposed for CIPP lining.



The segments proposed for lining have all been video inspected for the purpose of identifying broken, fractured, cracked, and misaligned pipes, as well as those that may have flows obstructed by tree roots and debris. A few of these segments have experienced sewer back-ups over the years. The City has performed jet cleaning on these segments recently, as well.

Following design, the project will be advertised and let for bid in October, 2014 and construction activities would be completed by April 30, 2015.

ITEM #6D. **12th Avenue S. Street Resurfacing Project**. The City regularly resurfaces streets to improve their structural integrity, appearance, and ride quality and extend the useful life of the streets in order to avoid more costly reconstruction. Resurfacing of streets includes removal of the top layer of asphalt, repairing any underlying roadway damage, applying a new layer of hot-mix asphalt, adjusting manholes and intakes to grade, and installing new roadway striping and markings.

Several of the City's elected officials have recently expressed interest in improving 12th Avenue S., between S. 8th Street and the City's Outlet Park Recreation Area, prior to the anticipated opening of the Windmill Realty LLC warehouse & distribution center in April of 2015. The 22' wide rural cross-section street is currently in poor to fair condition. Proposed improvements would consist of full depth repair patching, pavement milling, and a 2-3" HMA resurfacing.

The proposed project construction schedule is to accept bids in September. Construction activities would be anticipated to begin in early October and be complete by mid-November.

Smart Quote: "Every noble work is at first impossible."-- Thomas Carlyle, Scottish writer and historian

Scott Flory
City Administrator

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, JULY 7, 2014
CLEAR LAKE FIRE STATION
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – June 16, 2014
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Liquor License: Class C Liquor License (LC) (Commercial, Half Moon Inn, (renewal); Extension of Outdoor Service Area, July 23rd, The Anchor Inn.
 - Sign Erector's License: Johnson Sign Service, Mason City, (renewal).
 - Street Closing Requests: Antique Boat Show, July 19th; Noon Lions Chicken BBQ, July 20th.
4. Citizen's 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. City Hall/Police Department Renovation Project:
 - Project update and review of Pay Estimate #5, Rex McChesney, Chief of Police.
 - **Motion** to approve Pay Estimate #5 by City Council.
 - Discussion and consideration of **Motion** by City Council.
 - B. 2014 Street Resurfacing Project:
 - Project update and review of Pay Estimate #2, Mike Danburg, P.E., Yaggy Colby Associates
 - **Motion** to approve Pay Estimate #2 by City Council.
 - Discussion and consideration of **Motion** by City Council.

C. FY 2014/15 Sanitary/Storm Sewer Rehabilitation Project:

- Introduction by Scott Flory, City Administrator.
- Review of professional services agreement, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve professional services agreement with Veenstra & Kimm by the City Council.
- Discussion and consideration of **Motion** by City Council.

D. 12th Avenue S. Street Resurfacing Project:

- Introduction by Scott Flory, City Administrator.
- Review of professional services agreement, Mike Danburg, P.E., Yaggy Colby Associates.
- **Motion** to approve professional services agreement with SEH Yaggy by the City Council.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

- Re-appointment of Diane Glynn, 1008 1st Avenue S. to the Library Board of Trustees for the term ending June 30, 2020 (subject to Council approval).

9. Public Works Director's Report:

- Update regarding Northwest Water Tower Improvement Project.
- Review of North Shore Drive Street Reconstruction Project Pre-construction meeting.

10. City Administrator's Report:

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – JULY 21, 2014

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Clear Lake
 15 N. 6th Street
 Clear Lake, IA 50428
PROJECT: Clear Lake Municipal Building Renovation
APPLICATION NO.: 5
PERIOD TO: 06/30/14
PROJECT NOS.: 11012
Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 TITLE COMPANY
FROM: King-Knutson Construction, Inc.
 101 N. 8th Street
 Clear Lake, IA 50428
VIA ARCHITECT: Bergland & Cram
CONTRACT DATE: 01/20/14
REF. NUMBER: 11012
INVOICE NO.: CLMB-05
TM JOB NO.:

CONTRACT FOR: City of Clear Lake

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 1,140,381.00
 2. Net change by Change Orders \$ 859.50
 3. CONTRACT SUM TO DATE (Line +/- 2) \$ 1,141,240.50
 4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 625,185.15
 5. RETAINAGE
 a. 0 % of Labor Only (Column D + E on G703) \$ _____
 b. 0 % of Stored Material (Column F on G703) \$ _____
 Total Retainage (Line 5a + 5b or Total in Column 1 of G703) \$ 31,259.26
 6. TOTAL EARNED (Line 4 less Line 5 total) \$ 593,925.89
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate) \$ 389,607.64
 8. CURRENT PAYMENT DUE \$ 204,318.25
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 547,314.61

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	859.50	
Total approved this month	0.00	
TOTALS	859.50	
NET CHANGES by Change Order	859.50	

The undersigned Contractor certifies that to the best of the Contractors Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: Jan A. Freda DATE: 06/26/14

State of: Iowa
 County of: Cerro Gordo
 Subscribed and sworn to before me this 26th day of June 2014



Notary Public: [Signature]
 My Commission expires: 03/17/17

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 204,318.25
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed conform to the amount certified.)

ARCHITECT:

By: Doug E. Washburn Date: 6/30/14
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703 CONTINUATION SHEET

CONTRACTOR APPLICATION FOR PAYMENT									
PROJECT: Clear Lake Municipal Building Renovation and Remodeling					APPLICATION NO.: 5				
CONTRACTOR: King-Knutson Construction, Inc					APPLICATION DATE: June 26, 2014				
					PERIOD TO: June 30, 2014				
					PURCHASE ORDER NUMBER: 11012				
A	B	C	D	E	F	G	H	I	
PHASE NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1.	General Conditions	17,187.00	13,750.00	858.95		14,608.95	85%	2,578.05	730.45
2.	Demolition	36,120.00	16,248.00	5,424.00		21,672.00	60%	14,448.00	1,083.60
3.	Concrete Work	26,229.00	20,980.00	1,840.00		22,820.00	87%	3,409.00	1,141.00
4.	Masonry Work	120,524.00	89,325.00	10,710.00		100,035.00	83%	20,489.00	5,001.75
5.	Masonry Restoration	21,656.00		21,656.00		21,656.00	100%	0.00	1,082.80
6.	Metals	2,772.00	122.00	1,818.40		1,940.40	70%	831.60	97.02
7.	Rough Carpentry	21,396.00	12,837.60	2,139.60		14,977.20	70%	6,418.80	748.86
8.	Finish Carpentry	18,144.00	8,164.80	4,173.00		12,337.80	68%	5,806.20	616.89
9.	Architectural Woodwork	36,472.00				0.00	0%	36,472.00	0.00
10.	Insulation	29,228.00	14,614.00	1,461.40		16,075.40	55%	13,152.60	803.77
11.	Rough Patching	8,106.00	3,242.40	1,216.00		4,458.40	55%	3,647.60	222.92
12.	Joint Sealants	6,927.00		3,463.50		3,463.50	50%	3,463.50	173.18
13.	Metal Doors and Frames	79,118.00	32,854.00	27,688.50		60,542.50	77%	18,575.50	3,027.13
14.	Special Doors	7,387.00	220.00	4,212.20		4,432.20	60%	2,954.80	221.61
15.	Aluminum Store Front	51,093.00		11,550.00		11,550.00	23%	39,543.00	577.50
16.	Acoustical Ceiling	10,112.00		3,034.00		3,034.00	30%	7,078.00	151.70
17.	Flooring	38,824.00	22,273.00	1,817.00		24,090.00	62%	14,734.00	1,204.50
18.	Painting	29,936.00		12,600.00		12,600.00	42%	17,336.00	630.00
19.	Specialties	4,720.00	3,508.00			3,508.00	74%	1,212.00	175.40
20.	Garage Fence	4,397.00		4,397.00		4,397.00	100%	0.00	219.85
21.	Wire Mesh Partitions	2,835.00				0.00	0%	2,835.00	0.00
22.	Lockers	4,069.00				0.00	0%	4,069.00	0.00
23.	Evidence Weapon Storage	20,160.00				0.00	0%	20,160.00	0.00
24.	Window Blinds	1,639.00				0.00	0%	1,639.00	0.00
25.	Plumbing and Mechanical	159,760.00	95,315.00	22,000.00		117,315.00	73%	42,445.00	5,865.75
26.	Electrical	381,570.00	75,800.00	73,012.30		148,812.30	39%	232,757.70	7,440.62

AIA DOCUMENT G703 CONTINUATION SHEET

CONTRACTOR APPLICATION FOR PAYMENT									
PROJECT: Clear Lake Municipal Building Renovation and Remodeling				APPLICATION NO.: 5					
CONTRACTOR: King-Knutson Construction, Inc				APPLICATION DATE: June 26, 2014			PERIOD TO: June 30, 2014		
				PURCHASE ORDER NUMBER: 11012					
A PHASE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G/C)	I BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
27.	Change Order #1	3,693.00	3,693.00			3,693.00	100%	0.00	184.65
28.	Change Order #2	900.00	900.00			900.00	100%	0.00	45.00
29.	Change Order #3	385.00	385.00			385.00	100%	0.00	19.25
30.	Change Order #4	412.50	412.50			412.50	100%	0.00	20.63
31.	Change Order #5	-4,531.00	-4,531.00			-4,531.00	100%	0.00	-226.55
32.						0.00	#DIV/0!	0.00	0.00
33.						0.00	#DIV/0!	0.00	0.00
34.						0.00	#DIV/0!	0.00	0.00
35.						0.00	#DIV/0!	0.00	0.00
36.						0.00	#DIV/0!	0.00	0.00
TOTALS		1,141,240.50	410,113.30	215,071.85	0.00	625,185.15	55%	516,055.35	31,259.26



Building a Better World
for All of Us®

July 2, 2014

RE: 2014 Street Resurfacing Project
Clear Lake, Iowa
Partial Payment Certificate No. 2

Scott Flory, City Administrator
City of Clear Lake
15 North 6th Street
Clear Lake, IA 50428

Dear Mr. Flory:

This is to verify that the contractor for the above project, Heartland Asphalt, Inc., has completed to the best of our knowledge, the work identified as complete in compliance with the contract documents.

Total Original Contract Amount	\$286,156.52
Total Contract Items Completed	\$265,777.42
Less Retainage (5%)	\$13,288.87
Less Previous Payments	<u>\$36,956.28</u>
CURRENT AMOUNT DUE	\$215,532.27

A tabulation of the contract work completed as of June 27, 2014 is enclosed.

It is recommended that the Contractor be paid the current amount due, \$215,532.27. This payment does not indicate final acceptance of the work.

Please do not hesitate to call if you have any questions.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in cursive script that reads "Michael L. Danburg".

Michael L. Danburg, PE
Project Engineer

jm/enclosure

c:Heartland Asphalt, Inc., Travis Tarr, 2601 South Federal Avenue, Mason City, Iowa 50401
m:\12148\doc\legal\paycert_2.doc

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 215 North Adams Avenue, Mason City, IA 50401-3119
SEH is 100% employee-owned | sehinc.com | 641.424.6344 | 888.908.8166 fax

PARTIAL PAYMENT CERTIFICATE NO. 2
 2014 STREET RESURFACING PROJECT
 CLEAR LAKE, IOWA



12148-13
 July 2, 2014

DIVISION I - GENERAL RESURFACING

NO.	ITEM	CONTRACT QUANTITY			UNIT	AMOUNT
		QUANTITY	TO DATE	UNIT	PRICE	TO DATE
1	Mobilization	1	1.00	LS	\$5,100.00	\$5,100.00
2	Traffic Control	1	1.00	LS	\$1,000.00	\$1,000.00
3	Removal of PCC Pavement or Driveway	105	105.00	SY	\$7.30	\$766.50
4	Removal of Curb & Gutter	671	562.00	LF	\$5.00	\$2,810.00
5	Removal of Sidewalk	440	407.00	SY	\$4.90	\$1,994.30
6	PCC Pavement or Drive, Class C, 6"	105	105.00	SY	\$49.05	\$5,150.25
7	BT Joint Bars	470	173.00	EA	\$5.50	\$951.50
8	Curb & Gutter, PCC, Class C	671	557.00	LF	\$28.22	\$15,718.54
9	Sidewalk, PCC, Class C, 4"	3030	2878.00	SF	\$5.87	\$16,893.86
10	Sidewalk, PCC, Class C, 6"	920	459.00	SF	\$9.60	\$4,406.40
11	Detectable Warning Panels	168	0.00	SF	\$40.00	\$0.00
12	Pavement Scarification	1875	1875.00	SY	\$5.00	\$9,375.00
13	HMA Surface Mixture, 2"	7180	7180.00	SY	\$8.20	\$58,876.00
14	HMA Leveling Mixture	690	1233.00	SY	\$4.31	\$5,314.23
15	Storm Sewer, 15", RCP, Cl. 5	168	168.00	LF	\$40.00	\$6,720.00
16	C-1 Reducing Connection	1	1.00	EA	\$350.00	\$350.00
17	Intake, SW-501	2	2.00	EA	\$3,100.00	\$6,200.00
18	Special Backfill Material, Trench	25	25.00	TON	\$15.00	\$375.00
19	Fixture Adjustment, Manhole	1	1.00	EA	\$800.00	\$800.00
20	Fixture Adjustment, Valve Box	1	1.00	EA	\$100.00	\$100.00
21	Fixture Adjustment, Clean Out	2	2.00	EA	\$560.00	\$1,120.00
22	Turf Restoration	27	0.00	SQ	\$120.00	\$0.00
23	Aggregate Surfacing	24	24.00	TON	\$21.00	\$504.00
TOTAL PROJECT - DIVISION I						\$144,525.58

PARTIAL PAYMENT CERTIFICATE NO. 2
 2014 STREET RESURFACING PROJECT
 CLEAR LAKE, IOWA



12148-13
 July 2, 2014

DIVISION II - CRACK & SEAT

NO.	ITEM	QUANTITY			UNIT	PRICE	AMOUNT TO DATE
		QUANTITY	TO DATE	UNIT			
1	Mobilization	1	1.00	LS	\$5,000.00	\$5,000.00	
2	Traffic Control	1	1.00	LS	\$1,500.00	\$1,500.00	
3	Sawcut, Full Depth	1060	1060.00	LF	\$4.00	\$4,240.00	
4	Removal of PCC Pavement or Driveway	185	185.00	SY	\$7.30	\$1,350.50	
5	Removal of Curb & Gutter	65	55.00	LF	\$5.00	\$275.00	
6	Removal of Sidewalk	8	8.00	SY	\$4.90	\$39.20	
7	PCC Pavement or Drive, Class C, 6"	185	185.00	SY	\$49.05	\$9,074.25	
8	BT Joint Bars	45	45.00	EA	\$5.50	\$247.50	
9	Curb & Gutter, PCC, Class C	65	55.00	LF	\$28.22	\$1,552.10	
10	Sidewalk, PCC, Class C, 4"	50	0.00	SF	\$5.87	\$0.00	
11	Sidewalk, PCC, Class C, 6"	20	0.00	SF	\$9.60	\$0.00	
12	Detectable Warning Panels	10	0.00	SF	\$40.00	\$0.00	
13	Pavement Scarification, ACC	270	270.00	SY	\$5.00	\$1,350.00	
14	Pavement Scarification, PCC	355	355.00	SY	\$5.00	\$1,775.00	
15	Cracking & Seating of PCC Pavement	4330	4330.00	SY	\$1.56	\$6,754.80	
16	HMA Partial Depth Patch	20	20.57	TON	\$130.50	\$2,684.39	
17	Base, Cleaning & Preparation	4330	4330.00	SY	\$0.28	\$1,212.40	
18	HMA Base Mixture, 1-1/2"	4650	4650.00	SY	\$6.21	\$28,876.50	
19	HMA Surface Mixture, 1-1/2"	4650	4650.00	SY	\$6.15	\$28,597.50	
20	HMA Leveling Mixture	470	470.00	SY	\$4.31	\$2,025.70	
21	Fixture Adjustment, Valve Box	2	2.00	EA	\$100.00	\$200.00	
22	Fixture Adjustment, Manhole	7	7.00	EA	\$800.00	\$5,600.00	
23	Fixture Adjustment, Intake	1	1.00	EA	\$1,250.00	\$1,250.00	
24	Storm Sewer Intake SW-501	1	1.00	EA	\$3,100.00	\$3,100.00	
25	Storm Sewer Intake, SW-512	1	2.00	EA	\$1,952.00	\$3,904.00	
26	Storm Sewer Cleanout	1	2.00	EA	\$900.00	\$1,800.00	
27	Storm Sewer, 12", HDPE	139	139.00	LF	\$39.00	\$5,421.00	
28	Subdrain, 6"	26	52.00	LF	\$15.00	\$780.00	
29	Connect to Ex. Intake	2	1.00	EA	\$500.00	\$500.00	
30	Turf Restoration	25	0.00	SQ	\$120.00	\$0.00	
31	Aggregate Surfacing	125	102.00	TON	\$21.00	\$2,142.00	

TOTAL PROJECT -DIVISION II \$121,251.84

TOTAL PROJECT -DIVISION I & DIVISION II \$265,777.42



VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596
641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

July 1, 2014

Mr. Scott Flory
City of Clear Lake
15 North 6th Street
Clear Lake, IA 50428

**LETTER OF PROPOSAL / AGREEMENT
PROFESSIONAL ENGINEERING SERVICES
2014 / 2015 SEWER REHABILITATION PROJECT
CLEAR LAKE, IA**

Dear Scott:

This letter is in response to Joe's verbal request for a proposal for the City's proposed 2014 / 2015 Sewer Rehabilitation Project. This letter is offered to clarify and confirm the project scope, the scope of services to be provided, the timeframe within which the services are to be provided, the compensation to be received, and to serve as the agreement between the parties should the City elect to pursue this project.

This Letter Proposal Includes the Following:

- * Project Understanding
- * Proposed Scope of Services and Estimated Fees
- * Additional Services
- * Services by Others
- * Sub-consultants
- * Project Team
- * Schedule
- * Terms and Conditions

PROJECT UNDERSTANDING

It is understood that the City of Clear Lake wishes to do sewer main rehabilitation on the City's sanitary sewer collection system. In addition, the City would like to do pipe rehabilitation on the City's Storm Sewer Collection System on select critical segments within the Storm Sewer Collection System. The scope of the proposed project involves rehabilitating the sewer mains in various areas within the City of Clear Lake.

The Sanitary Sewer segments the City wishes to rehabilitate are shown in the following table:

SEGMENT NO.	STREET	TO MANHOLE	FROM MANHOLE	PIPE SIZE	PIPE LENGTH (LF)	PRIORITY
SS-1	12 th St	MH299	MH146	8"	345	1
SS-2	9 th Ave, 10 th St, 11 th St	MH305A, MH305	MH306, MH307	8"	965	2
SS-3	3 rd Ave	MH367	MH364	8"	471	3
SS-4	11 th St	MH308	MH305A	8"	339	4
SS-5	14 th St	MH406, MH407	MH408, MH409	8"	629	5
SS-6	15 th St	MH411	MH410	8"	376	6
SS-7	9 th Ave & 12 th St	MH305	MH300, MH299	8"	593	7
SS-8	3 rd Street	MH501	MH502, MH503	8"	875	8
Total:					4,593	

The sewer mains to be rehabilitated appear to include 8" diameter pipes. The locations of the sanitary sewer mains to be rehabilitated are graphically shown on Figures A and B. It is understood the City prefers that these sewer mains be rehabilitated with a CIPP liner and that complete removal and replacement would only be necessary should the pipe segments be deteriorated beyond the point where they can be lined or there is significant sag in one or more pipe segments which is not conducive to lining.

In addition to lining the sewer mains in question, there are 19 sanitary sewer manholes identified which will be evaluated to determine if they should be addressed with some type of rehabilitation or reconstruction.

MANHOLE	SEGMENT NO.	STREET	MANHOLE	SEGMENT NO.	STREET
MH146	SS-1	12 th St	MH410	SS-6	15 th St
MH299	SS-7; SS-1	12 th St	MH411	SS-6	15 th St
MH300	SS-7	9 th Ave & 12 th St	MH501	SS-8	3 rd Street
MH305	SS-7; SS-2	9 th Ave & 12 th St	MH502	SS-8	3 rd Street
MH305A	SS-4; SS-2	11 th St	MH503	SS-8	3 rd Street
MH306	SS-2	9 th Ave			
MH307	SS-2	10 th St			
MH308	SS-4	11 th St			
MH364	SS-3	3 rd Ave			
MH367	SS-3	3 rd Ave			
MH406	SS-5	14 th St			
MH407	SS-5	14 th St			
MH408	SS-5	14 th St			
MH409	SS-5	14 th St			

The storm sewer mains to be rehabilitated with CIPP lining are shown on Figure C and are summarized in the following table:

SEGMENT NO.	STREET	TO STRUCTURE	FROM STRUCTURE	PIPE SIZE	PIPE LENGTH	
					12" PIPE (LF)	24" PIPE (LF)
ST-1	10 th Ave	INT582	INT583	24"	0	92
ST-2	10 th Ave	INT583	INT589	24"	0	363
ST-3	3 rd St	INT14	LAKE	12"	405	0
					405	455

It is understood that the storm sewer manholes and intakes are not to be evaluated for any type of rehabilitation as part of the storm sewer rehabilitation design.

Based on conversations with City Staff, it is understood the City has budgeted \$200,000 for sanitary sewer rehabilitation and \$100,000 for storm sewer rehabilitation making a total of \$300,000 available for construction of this project in the City's FY 14-15 Budget. The City also has in their FY 13-14 Budget a total of \$15,000 for Engineering Design Services. The sanitary sewer pipe segments have been prioritized as noted on the table on page 2 of this letter and Figure A. All pipe segments will be designed and incorporated into the plans, however should the budget require reductions in the project scope, the segments of lower priority (SS-8, SS-7, etc) will be eliminated from the project as needed.

PROPOSED SCOPE OF SERVICES

Veenstra and Kimm, Inc. proposed to provide the following services for the project identified above.

A. Design and Bidding Services

1. Sewer Main Televising - It is understood that City Staff has either recently televised or will soon be televising all of the segments included in the project and any other critical areas previously identified. As such, Veenstra & Kimm, Inc. proposes to utilize City notes and sewer pictures to facilitate design. Furthermore, City Staff either has or will be identifying all sewer services to be reinstated or abandoned as part of this project.

2. Topographic Design Surveys - Veenstra and Kimm, Inc. will undertake and perform the necessary topographic design surveys as necessary to facilitate the design of the Project. Design surveys do not include land or easement surveys which require services beyond those necessary for topographic design services. Veenstra and Kimm, Inc. will develop adequate topographic survey information to allow for preparation of plans suitable for construction of the Project. To the best extent possible, Veenstra and Kimm, Inc. will utilize available data including, but not limited to, existing drawings, maps, aerial photography and LiDAR based vertical elevation data.

3. Design and Project Conferences - Veenstra and Kimm, Inc. will facilitate such design conferences with City staff as may be necessary to make decisions as to the details of design of the Project. At design conference Veenstra & Kimm, Inc. will make recommendations regarding reprioritization if deemed necessary after reviewing televising of sanitary sewer mains provided by the City.

4. Plans and Specifications - Veenstra and Kimm, Inc. will 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. Two (2) sets of final plans and specifications shall be submitted to the City.

5. Estimate of Cost - Veenstra and Kimm, Inc. will prepare an estimate of cost. The estimate of cost shall be based on the engineer's best knowledge at the time of preparation of the estimate of cost. Veenstra and Kimm, Inc. shall not be responsible if the construction contract awarded for the Project varies from the firm's estimate of cost. Veenstra and Kimm, Inc. will advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.

6. Final Plan Submittal - At completion of final design, Veenstra and Kimm, Inc. will submit plans and specifications to the City for review.

7. Permits - Veenstra and Kimm, Inc. will prepare and submit appropriate construction permit applications to the Iowa Department of Natural Resources, Iowa Department of Transportation, and Canadian Pacific Railroad as may be required for the Project.

8. Advertisement for Bids - Veenstra and Kimm, Inc. will assist in the preparation of Notice to Bidders and shall provide plans and specifications to prospective bidders. Veenstra and Kimm, Inc. will make available and distribute plans and specifications in accordance with the Code of Iowa. The prospective bidders will be responsible for payment of shipping and handling and obtaining plans and specifications unless they elect to pick them up from the Veenstra and Kimm, Inc.'s office.

9. Bid Opening and Award of Contract - Veenstra and Kimm, Inc. will facilitate opening of bids and proposals for the construction contracts, and shall prepare a tabulation of bids for the City and shall advise the City in making award of contract. After award of contract is made, Veenstra and Kimm, Inc. will assist in the preparation of the necessary contract documents. During the bidding phase, Veenstra and Kimm, Inc. will advise the City of the responsiveness of each proposal submitted. Veenstra and Kimm, Inc. will not assume the liability associated with advising the City as to the responsibility of any bidder.

B. Construction Services

1. Preconstruction Conference - Veenstra and Kimm, Inc. will conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the City, the Engineer, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.

2. General Services During Construction - Veenstra and Kimm, Inc. will 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 City.
- c. Oversee 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 City.
- 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 Engineer that the work on the contracts has been substantially completed.
- j. Provide the City with two (2) reproducible sets of plans showing final construction.

3. Resident Review Services – Veenstra and Kimm, Inc. will provide resident review services during construction including, but not limited to, the following:

- a. Provide Resident Review Services which will include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
- b. Provide Resident Review Services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure 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 - Veenstra and Kimm, Inc. will 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.
- b. Staking as may be required for sanitary sewer rehabilitation.

5. Materials Testing - Veenstra and Kimm, Inc. will oversee Materials Testing Services as required to monitor construction. The Contractor will retain a testing firm of its choosing, subject to the Engineer's and City's approval, to perform said testing on a sub-contract basis.

6. Final Review - Veenstra and Kimm, Inc. will make a final review of the Project after construction is completed to determine the construction substantially complies with the plans and specifications. Veenstra and Kimm, Inc. will certify the completion of the work to the City when construction substantially complies with the plans and specifications.

ADDITIONAL SERVICES

Veenstra & Kimm, Inc. can, upon request and written authorization, provide additional services as may be necessary to facilitate the project. Additional services may include:

- Easement Services
- Boundary Survey Services
- Dye Testing Services
- Service Line Televising
- Foundation Drain Studies

Any Additional Services requested and authorized by the City of Clear Lake will be compensated on an Hourly Rate Basis in accordance with the firms standard Labor and Billing Rate Schedule attached.

SERVICES BY OTHERS

The City will be responsible for providing or obtaining all necessary legal and financial related services as may be needed to complete the project.

PROJECT TEAM

Jason Petersburg, P.E. will be the Project Engineer for this project and will serve as the City of Clear Lake's main point of contact. Assisting Petersburg with the design will be Design Engineer Drew Sweers, P.E. and Engineering Technician Jonathan Schwerd. Mike Lee will serve as the Resident Reviewer for this project. Other staff members from the Mason City office will assist as needed.

SUB-CONSULTANTS

Veenstra & Kimm, Inc. anticipates there will not be a need for any sub-consultants on this investigation, and that all work will be performed by Veenstra & Kimm, Inc. personnel.

SCHEDULE

Work will begin immediately upon receipt of written authorization. The key milestone activities are anticipated to be completed in the timeframes as noted below.

<u>Activity</u>	<u>Timeframe</u>
▪ Approve Engineering Agreement	July 7, 2014
▪ Manhole Investigation & Inventory	August 2014
▪ Topographic Surveys (if needed)	August 2014
▪ TV Tapes & Reports Provided by Owner	By August 8, 2014
▪ Preliminary Design & Plan Preparation	August - September 2014
▪ Design Conference with City Staff	September 2014
▪ Final Plans, Specifications, Bidding & Contract Documents	September 15, 2014
▪ Set Date for Public Hearing & Letting	September 15, 2014
▪ Bid Letting	October 15, 2014
▪ Public Hearing	October 20, 2014
▪ Contract Award	October 20, 2014
▪ Approve Contracts & Bonds	November 3, 2014
▪ Begin Construction	November 6, 2014
▪ Complete Construction	April 30, 2015

Based on conversations with Municipal Pipe Tool, Inc. and Visu-Sewer, Inc., the current backlog of work these companies have is at least 6 months. As such, to receive favorable bids the completion date is next spring to allow the lining work to take place late winter or early spring 2015. It is anticipated that any point repairs requiring excavation work may be able to take place this fall with the surface restoration taking place in the spring 2015. The April 30, 2015 Completion Date has been selected per your request.

TERMS AND CONDITIONS

This proposal is based on the Terms and Conditions attached. Any changes to the Terms and Conditions may give cause to change the proposed fee, scope of work, or other facets of this proposal / agreement.

COMPENSATION

Veenstra and Kimm, Inc. proposes to provide the scope of services defined herein with compensation by the City of Clear Lake as follows:

Design & Bidding Services -

Lump Sum Fee: \$7,200

**Construction Administration & -
Resident Review Services, &
Construction Staking**

Hourly Rate Basis Estimated Fee: \$3,900

AUTHORIZATION

Providing this Letter Proposal / Agreement is acceptable, an authorized signature on page 10 of this letter will be all that is needed to authorize services to commence in a timely fashion. If you wish to pursue the 2014 / 2015 Sewer Rehabilitation Project please return one original signed copy of this agreement to this office at your earliest convenience.

This letter, including those documents referenced in the letter, or attached to the letter, shall serve as the agreement between the parties.

Mr. Scott Flory
July 1, 2014
Page 9

Veenstra & Kimm, Inc.'s staff is ready to begin work as soon as authorization is received. We look forward to helping you successfully complete this effort.

Sincerely,

VEENSTRA & KIMM, INC.



Timothy A. Moreau, P.E.
Office Manager



Jason Petersburg, P.E.
Project Engineer

Enclosure

AUTHORIZATION SIGNATURE

This Letter of Proposal/Agreement is acceptable and Veenstra & Kimm, Inc. is hereby authorized to proceed with the services as defined herein. The undersigned do hereby covenant and state that this instrument is executed in duplicate as though each were an original and that there are no agreements that have not been reduced to writing in this instrument. It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this instrument, nor have any of the above been implied by or for any party to this Agreement.

City of Clear Lake

By:

Signature

Printed Name

Date

Attest:

Signature

Printed Name

Date

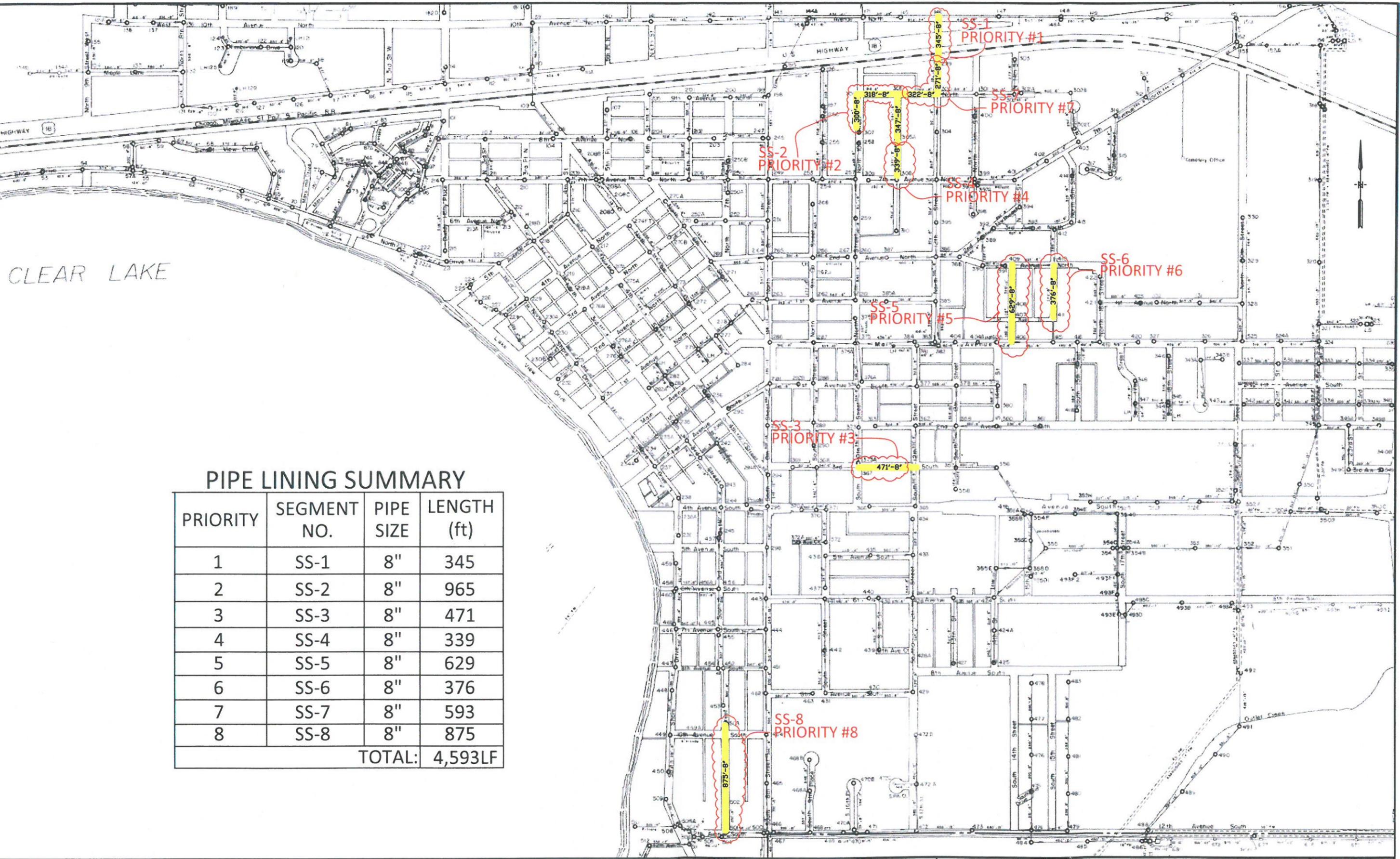
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X-REFS: FILE PATH: V:\VEENSTRA & KIMM\CLIENTS\MUNICIPAL\CLEAR LAKE\PROPOSAL\2014\2014_15 SANITARY SEWER REHAB, MC 14-15 DRAWINGS\FIGURE A - SANITARY SEWER

CLEAR LAKE

PIPE LINING SUMMARY

PRIORITY	SEGMENT NO.	PIPE SIZE	LENGTH (ft)
1	SS-1	8"	345
2	SS-2	8"	965
3	SS-3	8"	471
4	SS-4	8"	339
5	SS-5	8"	629
6	SS-6	8"	376
7	SS-7	8"	593
8	SS-8	8"	875
TOTAL:			4,593LF



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	PHD
		CHECKED	TAM
		APPROVED	TAM
		DATE	05/15/14
		ISSUED FOR	

VERIFY SCALE
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 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



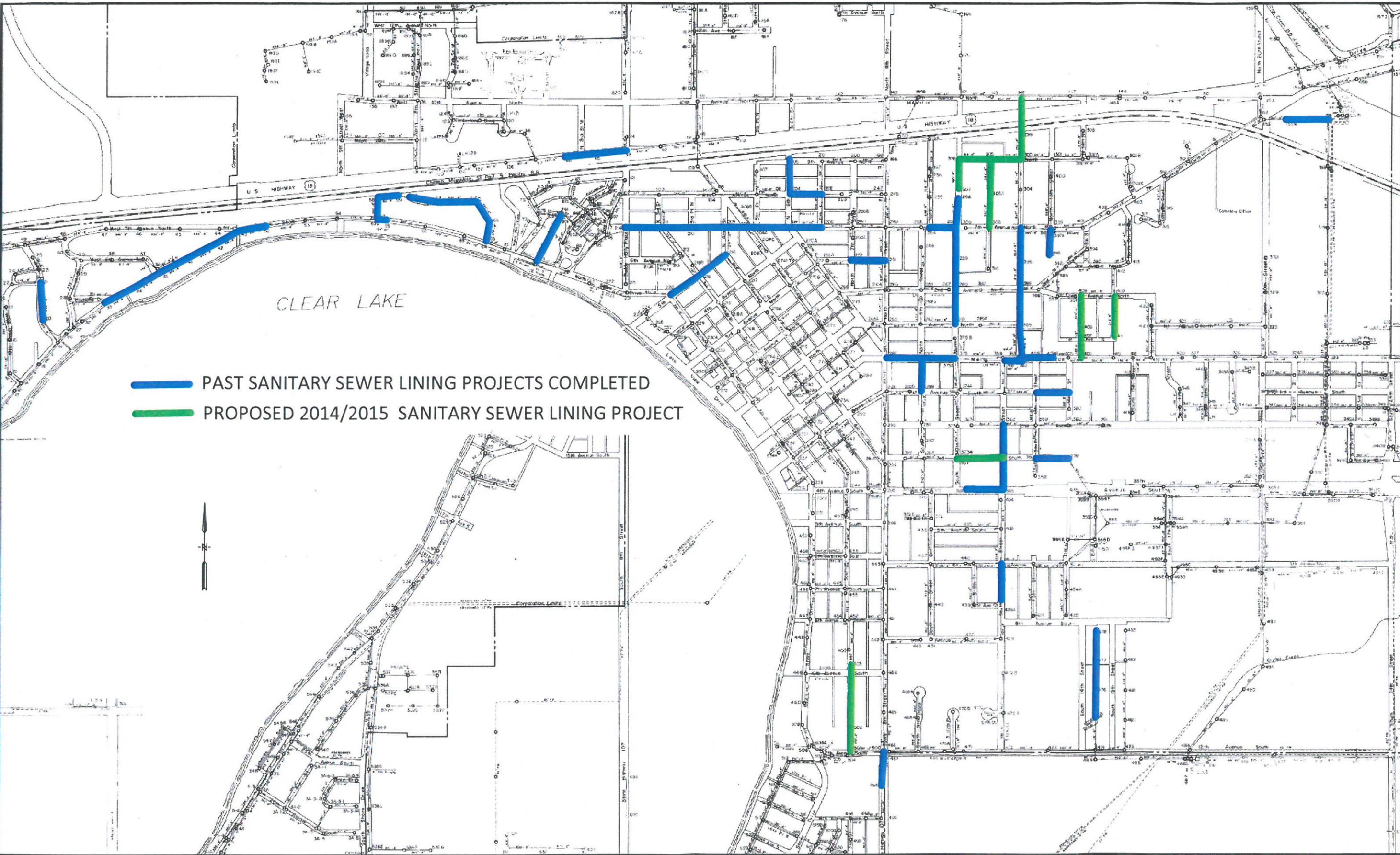
2014 / 2015 SANITARY SEWER REHABILITATION
 CLEAR LAKE, IOWA
 2800 Fourth Street SW • Suite 9 • Mason City, Iowa 50401-1596
 641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

PROJECT OVERVIEW MAP - SANITARY SEWER

FIGURE
 A
 PROJECT MC14-15

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X-REFS: FILE PATH: V:\VEENSTRA & KIMM\CLIENTS\MUNICIPAL\CLEAR LAKE\PROPOSAL\2014\2014_15 SANITARY SEWER REHAB; MC 14--_DRAWINGS\FIGURE A - SANITARY SEWER



 PAST SANITARY SEWER LINING PROJECTS COMPLETED
 PROPOSED 2014/2015 SANITARY SEWER LINING PROJECT



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	PHD
		CHECKED	TAM
		APPROVED	TAM
		DATE	07/01/14
		ISSUED FOR	

VERIFY SCALE
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 0 = 1" = 100'
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



2014 / 2015 SANITARY SEWER REHABILITATION
 CLEAR LAKE, IOWA

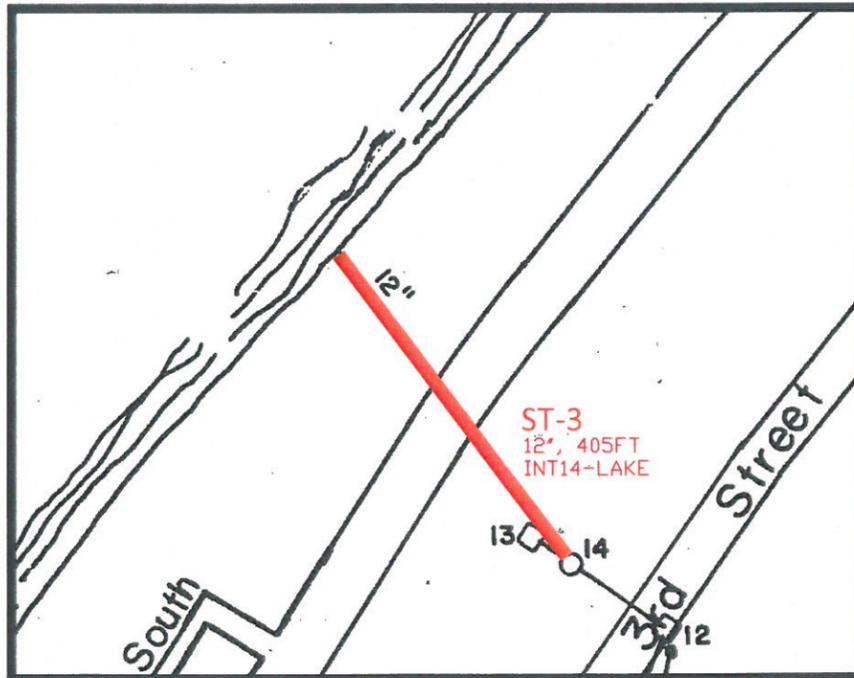
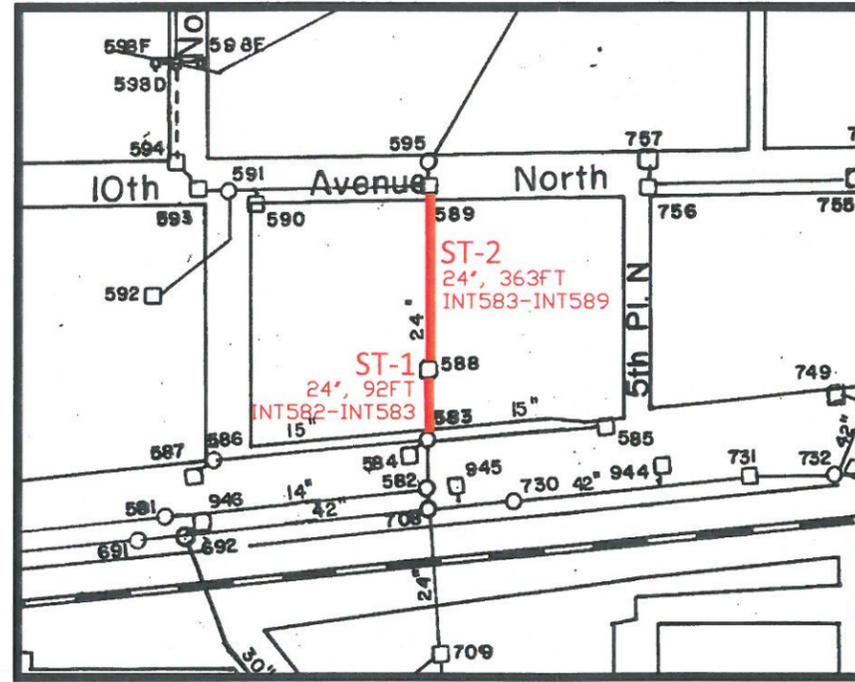
2800 Fourth Street SW • Suite 9 • Mason City, Iowa 50401-1596
 641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

SANITARY SEWER LINING PROJECTS COMPLETED

FIGURE
B
PROJECT MC14-15

PIPE SUMMARY

SEGMENT	12" PIPE (LF)	24" PIPE (LF)
ST-1	0	92
ST-2	0	363
ST-3	405	0
TOTAL	405LF	455LF



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	PHD
		CHECKED	TAM
		APPROVED	TAM
		DATE	5/15/14
		ISSUED FOR	

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



2014 / 2015 SANITARY SEWER REHABILITATION
 CLEAR LAKE, IOWA

2800 Fourth Street SW • Suite 9 • Mason City, Iowa 50401-1596
 641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

PROJECT OVERVIEW MAP - STORM SEWER

FIGURE
 C

PROJECT
 MC14-15



Building a Better World
for All of Us®

July 2, 2014

RE: Agreement for Professional Services
12th Avenue S. Street Resurfacing Project
Clear Lake, Iowa 50428

Mr. Scott Flory
City Administrator
City of Clear Lake
115 North 6th Street
Clear Lake, IA 50428

Dear Mr. Flory:

SEH - Yaggy appreciates the opportunity to provide professional engineering services associated with the above referenced project. This agreement will present a project understanding, defined scope of services and associated fee and project schedule for your review and consideration.

PROJECT UNDERSTANDING

It is understood that the City is planning for Street Improvements on 12th Avenue South from South 8th Street east approximately 3,100 feet to the existing PCC Pavement. The 22 foot wide rural street section consists of a 2" – 3" HMA pavement section. Proposed improvements include but are not limited to full depth repair patches, pavement scarification and HMA resurfacing.

SCOPE OF SERVICES

SEH - Yaggy proposes to furnish the following scope of services:

Design and Bidding Phase

- Develop base mapping from available as-built plans and city data
- Conduct field review of street and intersections
- Conduct limited topographic survey
- Conduct evaluation of improvement options for selected street segments
- Prepare preliminary improvement plan and estimate of costs
- Review preliminary information with City staff
- Prepare final plans, specifications and Opinion of Probable Cost
- Review final project documents with City staff
- Prepare and distribute Notice to Contractors
- Distribute bid packages to prospective Contractors
- Respond to Contractor's questions
- Facilitate bid opening
- Provide City with tabulation of bids and provide recommendations
- Prepare and distribute construction contract

PROJECT FEE

SEH - Yaggy proposes to provide services reflected in the Scope of Services for lump sum fee of \$12,000 for the design and bidding phase.

PROJECT SCHEDULE

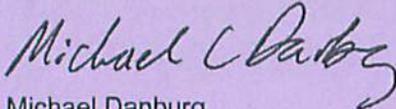
The firm is prepared to immediately assist the City with this project. It is understood that the City desires to complete construction this year. A proposed project schedule is attached and made a part of this proposal.

If this proposal meets with your approval, please return the enclosed copy with an authorized signature. The Short Elliott Hendrickson Inc. standard conditions are attached to this proposal and are hereby made a condition of this proposal by their reference.

Please review and let me know if you have any questions.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Michael Danburg
P.E.

JMW

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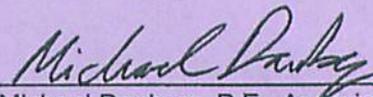
AUTHORIZATION:

I have reviewed the proposal and agree with the terms. I hereby authorize Short Elliott Hendrickson Inc. to proceed with the work described.

Accepted by: _____

Approved by: Short Elliott Hendrickson Inc.

Print Name: _____

By: 
Michael Danburg, P.E., Associate

Title: _____

Title: Project Manager

Date: _____

Date: 7/2/14

**12TH AVENUE SOUTH STREET RESURFACING PROJECT
CLEAR LAKE, IOWA**

PROPOSED PROJECT TIME SCHEDULE

07/02/14

ITEM NO.	DESCRIPTION	BY	SCHEDULED DATE	PHASE
1	AUTHORIZATION TO PROCEED	CITY COUNCIL	07/07/14	D
2	CONDUCT FIELD REVIEW AND LIMITED TOPOGRAPHIC SURVEY	YCA	BY 7/18/14	D
3	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS	YCA	BY 08/1/14	D
4	PREPARE FINAL PLANS AND SPECIFICATIONS	YCA	BY 08/15/14	D
5	REVIEW OF PROJECT ADOPT RESOLUTION SETTING BID OPENING, HEARING DATES & ORDERING CLERK TO PUBLISH NOTICE	CITY COUNCIL/ YCA	08/18/14	B
6	MAIL NOTICE TO CONTRACTORS & PLAN ROOMS	YCA	BY 08/22/14	B
7	PUBLISH NOTICE OF HEARING AND LETTING	CITY	09/03/14	B
8	BID OPENING	CITY/YCA	09/10/14	B
9	PUBLIC HEARING: RESOLUTION ADOPTING PLANS, SPECIFICATIONS, & FORM OF CONTRACT	CITY COUNCIL	09/15/14	B
10	AWARD OF CONTRACT BY RESOLUTION	CITY COUNCIL	09/15/14	B
11	APPROVAL OF CONTRACT & BOND	CITY COUNCIL SPECIAL MEETING	09/22/14	C
12	BEGIN CONSTRUCTION	CONTRACTOR	BY 10/03/14	C
13	END CONSTRUCTION	CONTRACTOR	BY 11/14/14	C

LEGEND OF PHASES

B = BIDDING
C = CONSTRUCTION
D = DESIGN

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). 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 party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agrees to be bound by such venue.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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 exercised by members of Consultant's 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 its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.