



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

August 31, 2012

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

City
Administrator
SCOTT
FLORY

The next meeting of the Clear Lake City Council is scheduled for Tuesday, **September 4, 2012**, at 6:30 p.m., in the Council Chambers, at City Hall. 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

TERRY
UNSWORTH
At Large

ITEM #6A. **1st Ave S. & S. 3rd Street Alley Project**. The Project involves the reconstruction of two public alley ways – one perpendicular to 1st Ave S. and the other perpendicular to S. 3rd Street. The improvements consist of PCC paving, including porous pavement, and storm sewer construction. The City has received outside funding in an amount not to exceed \$26,750 (matching funds) to complete the stormwater quality aspects of the project. The Project location is within the City Beach watershed.

At the August 6th regular City Council meeting, the Council set the date for a public hearing on the project for September 4th, at 6:30 p.m. Notice of the hearing was published in the newspaper, as required by law.

The results of the bid letting held on August 29th are detailed in the packet. The engineer's opinion of the probable cost of construction was \$56,285. The lowest responsible bid was submitted by Yohn Excavating (Clear Lake) in the amount of \$59,750.03 (PCC paving alternate). This is roughly 65 more than the engineer's estimate of cost. City staff and the Project engineer have reviewed the bid tabulation and recommend the Project be awarded to Yohn Excavating Co. The Project has a completion date of November 2nd.

ITEM #6B. **Public Safety Radio System Upgrade**. Several years ago, the FCC has ordered all public safety agencies to upgrade their radio systems to 12.5 kHz technology. Public agencies were to convert to a narrower band by Jan 1, 2013. Basically, narrowband is a system in which the channels in the radio spectrum are half the size they used to be.

The mandate states that all "Part 90" business, educational, industrial, public safety, and local and state government two-way radio system licensees currently operating legacy wideband (25 kHz) voice dispatch or data/supervisory control and data acquisition radio systems in the 150-174



MHz (VHF) and 421-512 MHz (UHF) bands must make the transition to the narrowband technology (12.5 kHz) by January 1, 2013. The reason for the change is simple. The VHF and UHF land mobile radio bands are so congested that often there is not enough spectrum available for licensees to expand their systems or implement new ones. Requiring licensees to convert their radio systems to operate on narrower channel bandwidths will allow additional channels to exist within the same spectrum. Picture a four-lane highway jammed with traffic. If this road can't be widened, the only way to get more traffic on it is to make each lane narrower to make room for new lane.

Any two-way radios that the City has purchased since 1998 already have the ability to operate in both wide and narrowband modes. So, they may only require re-programming and re-licensing. It is anticipated that the new technology will offer increased improvement in capacity, security, audio quality, and coverage.

The Police Chief has been coordinating the Project for the City and will review the proposed project specifications with the Council. The bid letting will be conducted at City Hall on Thursday, September 27th and the Council will consider an award of contract at its meeting on October 1st. The completion date is December 14th.

ITEM#6C. City Hall/Police Dept Emergency Generator Replacement. One of the major capital items in the proposed FY 13 municipal budget was the replacement of the old emergency back-up generator at City Hall/Police Dept. The current gasoline powered generator is of a 1960's vintage and does not have an automatic transfer switch. Prior to use, someone must manually disengage the building from the electrical grid, shut down breakers in the building to avoid overloading, and then start the generator. The generator is more than past its useful life and is not reliable for use at a critical community facility such as City Hall/Police Dept.

The City recently had a feasibility report prepared by an electrical engineering consultant that examined the existing conditions and makes a recommendation regarding improvements. Essentially, the report recommends replacement of the aged emergency back-up generator, with a new diesel powered generator and automatic transfer switch, as well as an electrical service upgrade, from 400 amps to 600 amps, to the building to accommodate both existing and future needs.

Following a review of the report by the Project consultant, should the Council determine to proceed with the project, detailed plans &

specifications necessary for bidding purposes will be prepared. It is anticipated that the proposed plans & specs will be presented to the Council at its regular meeting on September 17th. At that time, the Council can act to set the date for a project bid letting for late September or early October.

ITEM #6D. 2013 2WD Chevrolet Tahoe – Police Patrol/Canine Unit. The Police department is requesting authorization to proceed with the purchase of a 2013 Chevy Tahoe Police Package Vehicle with two-wheel drive to replace a patrol/canine vehicle that has reached the end its service life. The Council earmarked funding in the 2013 budget, approved last March (2012), to proceed with replacement of that particular vehicle through State contract bid. The purchase price through State bid contract is roughly \$25,000, excluding "equipping" of the vehicle.

Chief Peterson has indicated that Tahoe's are very commonly used as "K-9" units and that the new vehicle will provide additional flexibility because of the "cage" for the vehicle. The cages have enough room for a prisoner and then the canine has room in the back portion, so there's a proper exercise movement area for the dog, as well as carrying prisoners and other equipment. Currently, the K-9 officer's vehicle is a "hand-me-down" police cruiser (2008 Crown Victoria [136,000 miles]) and the dog rides in the back, so if the officer needs to transport a prisoner he has to call for another officer and vehicle to accomplish that task.

ITEM#6F. Lease Agreements - CL Tel Wireless Inc. As a result of the anticipated removal of the downtown Water Tower, both the City and CL Tel have taken the necessary steps to plan for the relocation of their respective wireless communications equipment currently located on that Tower. The City's emergency response radio repeater and CL Tel's wireless antenna telecommunications equipment are, of course, located on that Tower.

At a workshop meeting on June 4th, the City Council reviewed a tentative proposal to replace the existing approximately 100' lattice-style communications tower, located on the City Hall premises, just outside the police station, with a new monopole structure to be used for emergency response communications equipment purposes and CL Tel's wireless antenna telecommunications equipment. The approximate height of the proposed monopole structure would be 150', with a portion of the City's emergency response communications equipment being located very near the top. At its regular meeting on June 18th, the Council approved a "Letter of Intent" with CL Tel Wireless Inc. in which it indicated its willingness

to proceed with development of the necessary Agreements to facilitate the project.

Enclosed in your packet are three (3) separate Agreements all dealing with the tentative proposal. The first Agreement involves an amendment to the City's existing water towers' lease agreement that was originally approved in June of 2007. Basically, this Agreement reflects the removal of the downtown Water Tower from the original water towers' lease agreement between the City and CL Tel Wireless Inc.

The second Agreement deals with the leasing of specific property at City Hall, adjacent to the police station. Should the Council proceed; an actual survey of the site will be performed for purposes of a detailed legal description. The term of the lease is for an initial period of 10 years, with an option to renew for 5 additional 5 year terms.

The final Agreement details the collocation of the City's emergency response repeater communications equipment on the proposed monopole structure, along with CL Tel's wireless antenna equipment. There will be no annual rent charged by CL Tel to the City for hosting its equipment on the monopole.

The monopole structure will be constructed by CL Tel and iWireless at no cost to the City. The Council did allocate funding in the FY 13 budget for a new Tower, however. Some of this may still be required to remove the existing Tower outside City Hall and relocate the equipment itself from the downtown Water Tower.

The Council previously set September 4th, at 6:30 p.m., as the date and time for a public hearing regarding the lease proposal. Notice of hearing was published in the newspaper, as required by law.

Please feel free to contact me if you have questions about any of the agenda items.

Scott Flory
City Administrator

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
TUESDAY, SEPTEMBER 4, 2012
CITY HALL – COUNCIL CHAMBERS
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – August 20, 2012.
 - B. Approval of the bills & claims.
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. 1st Ave S. & S. 3rd Street Alley Improvement Project:
 - Introduction by Scott Flory, City Administrator.
 - Bid letting report (8/29/12) and award recommendation, Mike Danburg, P.E., Yaggy Colby Associates.
 - Public Hearing.
 - **Motion** to approve **Resolution #12-50**, “A Resolution approving plans, specifications, form of contract, & estimate of cost.”
 - Discussion and consideration of **Motion** by City Council.
 - **Motion** to approve **Resolution #12-51**, “A Resolution Making an Award of Contract.”
 - Discussion and consideration of **Motion** by City Council.

B. Public Safety Radio Communications System Upgrade:

- Introduction and review of proposed specifications, Police Chief Greg Peterson.
- **Motion** to approve specifications and authorize the issuance of a request for sealed bid proposals and publication of public notice.
- Discussion and consideration of **Motion** by City Council.

C. City Hall/Police Dept. Emergency Generator Replacement & Electrical Upgrade Project:

- Introduction by Scott Flory, City Administrator.
- Review of feasibility report, Randy Cram and Harry Doyle, P.E.,
- **Motion** to authorize preparation of detailed plans & specifications.
- Discussion and consideration of **Motion** by City Council.

D. Purchase of a 2013 Chevrolet 2WD Tahoe - Police Patrol/Canine Vehicle:

- Review of request, Police Chief Greg Peterson.
- **Motion** to approve purchase of a 2013 Chevrolet 2WD Tahoe for Police Patrol/Canine Vehicle.
- Discussion and consideration of **Motion** by City Council.

E. Set dates for 2013 Fall "Large Item" Pick-Up:

- Review of proposal, Joe Weigel, Public Works Director.
- **Motion** to approve October 15th-18th as the dates by the City Council.
- Discussion and consideration of **Motion** by City Council.

F. Lease Agreements (Site, Tower Collocation, & Water Tower) with CL Tel Wireless Inc.:

- Introduction by Scott Flory, City Administrator.
- Public Hearing.
- **Motion** to approve **Resolution #12-**, "A Resolution approving First Amendment to Water Tower Lease; Site Lease with Option; and Tower Collocation Lease Agreement by and between the City of Clear Lake and CL Tel Wireless Incorporated".
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

- Fire Department 9/11 Sculpture Dedication Ceremony: September 11th, 6:30 p.m.

9. Public Works Director's Report:

- Update regarding construction of subdivision improvements at Pine Brooke Addition #3.
- Preconstruction conference: N. 40th Street Bridge Deck Rehabilitation Improvement Project (8/28/12).
- Preconstruction conference: North Shore Drive Streetscape Improvement Project (8/31/12).
- Update regarding the CDBG - Phase 2 (Paving) - Improvement Project.

10. City Administrator's Report:

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – SEPTEMBER 17, 2012

RESOLUTION NO. _____

1ST AVENUE S. & S. 3RD STREET ALLEY IMPROVEMENT PROJECT

_____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST", and moved that the same be adopted. _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. _____

RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, on the ____ day of _____, 2012, plans, specifications, form of contract, and estimate of cost were filed with the office of the City Clerk for the construction of certain public improvements described in general as "1st Avenue S & S 3rd Street Alley Improvement 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 CLEAR LAKE, IOWA:

That the 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 4th day of September, 2012.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

RESOLUTION NO. _____

**RESOLUTION MAKING AWARD OF CONTRACT FOR THE
1ST AVENUE S & S 3RD STREET ALLEY IMPROVEMENT PROJECT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IA;

That the bid of YohnCo. Construction of Clear Lake, IA in the amount of \$59,749.99, for the 1st Avenue S & S 3rd Street Alley Improvement Project, be and is hereby accepted, the same being the lowest responsible bid received for said work.

The Mayor and Clerk are hereby directed to execute said contract awarded above for the construction of said improvements, said contract not to be binding on the City until the necessary bonds and certificate of insurance have been received and approved by the Project Engineer, City Administrator and Public Works Director. Said contract and bonds to be approved in the future, by resolution of this Council.

PASSED AND APPROVED this 4th day of September, 2012.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

BID TABULATION

1ST AVENUE S. & S. 3RD STREET ALLEY IMPROVEMENT PROJECT
 CLEAR LAKE, IOWA
 11693-12

DATE OF LETTING: August 29, 2012
 TIME OF LETTING: 10:00 a.m.
 TABULATED: 2/2 DATE: 8/30/12
 CHECKED: MLF DATE: 8/29/12



ALTERNATE A - PCC PAVING

ENGINEER'S ESTIMATE Yohn Co. DBA The Excavating Co. Larson Contracting Central, LLC Complete Concrete Heartland Asphalt
 Clear Lake, Iowa Lake Mills, Iowa Clear Lake, Iowa Mason City, Iowa

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
1	Remove Pavement	50	SY	\$8.00	\$400.00	\$5.00	\$250.00	\$6.60	\$330.00	\$25.00	\$1,250.00		
2	Excavation, Cl. 10	420	CY	\$10.00	\$4,200.00	\$2.38	\$999.60	\$5.75	\$2,415.00	\$11.62	\$4,880.40		
3	Below Grade Excavation	25	CY	\$20.00	\$500.00	\$24.00	\$600.00	\$8.75	\$218.75	\$11.62	\$290.50		
4	Pervious Concrete Pavement, 6"	120	SY	\$40.00	\$4,800.00	\$50.00	\$6,000.00	\$56.00	\$6,720.00	\$140.00	\$16,800.00		
5	PCC Pavement, 6", Cl. C	400	SY	\$34.00	\$13,600.00	\$34.25	\$13,700.00	\$48.00	\$19,200.00	\$46.00	\$18,400.00		
6	Stone Recharge Bed	425	TON	\$20.00	\$8,500.00	\$18.59	\$7,900.75	\$25.20	\$10,710.00	\$18.50	\$7,862.50		
7	Engineering Fabric	150	SY	\$4.00	\$600.00	\$2.00	\$300.00	\$2.20	\$330.00	\$3.33	\$499.50		
8	PCC Driveway, 6", Cl. C	125	SY	\$42.00	\$5,250.00	\$38.00	\$4,750.00	\$40.50	\$5,062.50	\$45.90	\$5,737.50		
9	PCC Sidewalk, 4", Cl. C	100	SF	\$5.00	\$500.00	\$4.35	\$435.00	\$3.85	\$385.00	\$6.25	\$625.00		
10	Aggregate Surfacing	50	TON	\$16.00	\$800.00	\$17.80	\$890.00	\$15.85	\$792.50	\$22.50	\$1,125.00		
11	Storm Sewer Intake, Type 'R'	1	EA	\$1,000.00	\$1,000.00	\$7,701.00	\$7,701.00	\$2,292.30	\$2,292.30	\$2,500.00	\$2,500.00		
12	Storm Sewer, HDPE, 12"	184	LF	\$40.00	\$7,360.00	\$27.96	\$5,144.64	\$34.45	\$6,338.80	\$15.00	\$2,760.00		
13	Connect to Existing Storm Sewer	1	EA	\$400.00	\$400.00	\$1,178.99	\$1,178.99	\$394.90	\$394.90	\$200.00	\$200.00		
14	Topsoil, Furnish and Place	50	TON	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$22.50	\$1,125.00	\$20.00	\$1,000.00		
15	Sodding	15	SQ	\$75.00	\$1,125.00	\$86.67	\$1,300.05	\$10.00	\$150.00	\$0.50	\$7.50		
16	Rock Mulch and Landscape Fabric	25	SY	\$10.00	\$250.00	\$110.00	\$2,750.00	\$22.40	\$560.00	\$60.00	\$1,500.00		
17	Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00	\$1,485.00	\$1,485.00	\$225.00	\$225.00		
18	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,250.00	\$5,250.00	\$650.00	\$650.00		
TOTAL PROJECT - ALTERNATE A - PCC PAVEMENT					\$56,285.00		\$59,750.03		\$63,759.75		\$66,312.90		

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ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Remove Pavement	50	SY	\$8.00	\$400.00	\$5.00	\$250.00						
2	Excavation, Cl. 10	500	CY	\$10.00	\$5,000.00	\$2.38	\$1,190.00						
3	Below Grade Excavation	25	CY	\$20.00	\$500.00	\$24.00	\$600.00						
4	Porous Asphalt Pavement, 4"	120	SY	\$22.00	\$2,640.00	\$99.00	\$11,880.00						
5	HMA Base, 3"	400	SY	\$13.00	\$5,200.00	\$60.00	\$24,000.00						
6	HMA Surface, 2"	400	SY	\$9.00	\$3,600.00	\$55.00	\$22,000.00						
7	Modified Subbase	150	TON	\$16.00	\$2,400.00	\$18.00	\$2,700.00						
8	Stone Recharge Bed	400	TON	\$20.00	\$8,000.00	\$18.59	\$7,436.00						
9	Filter Aggregate	25	TON	\$20.00	\$500.00	\$20.00	\$500.00						
10	Engineering Fabric	150	SY	\$4.00	\$600.00	\$2.00	\$300.00						
11	PCC Driveway, 6", Cl. C	125	SY	\$45.00	\$5,625.00	\$38.00	\$4,750.00						
12	PCC Sidewalk, 4", Cl. C	100	SF	\$5.00	\$500.00	\$4.35	\$435.00						
13	Aggregate Surfacing	50	TON	\$16.00	\$800.00	\$17.80	\$890.00						
14	Storm Sewer Intake, Type 'R'	1	EA	\$1,000.00	\$1,000.00	\$7,701.00	\$7,701.00						
15	Storm Sewer, HDPE, 12"	184	LF	\$40.00	\$7,360.00	\$27.96	\$5,144.64						
16	Connect to Existing Storm Sewer	1	EA	\$400.00	\$400.00	\$1,178.99	\$1,178.99						
17	Topsoil, Furnish and Place	50	TON	\$20.00	\$1,000.00	\$30.00	\$1,500.00						
18	Sodding	15	SQ	\$75.00	\$1,125.00	\$86.67	\$1,300.05						
19	Rock Mulch and Landscape Fabric	25	SY	\$10.00	\$250.00	\$110.00	\$2,750.00						
20	Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00						
21	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00						
					\$52,900.00		\$100,855.68						

TOTAL PROJECT - ALTERNATE B - HMA PAVEMENT

Comments

A total of 4 bids were received with two bidders submitting on Alternate A PCC Paving only, one bidder submitting on both Alternate A PCC Paving and Alternate B HMA Paving and one bidder submitting a nonresponsive bid. The lowest bid was submitted by Yohn Co. for Alternate A PCC Paving. Their bid total submitted of \$9,750.03 is \$3,465.03 (6%) above the Engineer's Opinion of Cost of \$56,285.00. The bid appears to be both responsible and responsive.

Calculation errors found do not effect the outcome of the bid results.

Remarks

Yeggy Colby Associates recommends awarding the construction contract to Yohn Co. for Alternate A PCC Paving in the amount of \$59,750.03. The contract documents require the bid to remain valid for 30 days.

To the best of Yeggy Colby Associates' knowledge, the above is a true and correct tabulation of the bids opened at 10:00 a.m. on August 29, 2012.

Michael L. Dunbar
 Michael L. Dunbar, PE

8/30/12
 Date

PUBLIC NOTICE
Request for Bids
City of Clear Lake, Iowa
Public Safety Radio System Upgrade

The City of Clear Lake, Iowa, 15 N. 6th Street, Clear Lake, Iowa, is undertaking improvements to its public safety radio communications systems. Certain radio console control, VHF analog narrow fixed equipment, fixed site antenna work, and related technical services are required. Included among the equipment and services to be procured are:

- o VHF, analog narrow band, continuous duty repeater
- o Duplexer
- o Voting receivers
- o 4.9 GHz link equipment; parabolic antennas with radome
- o Signal processing voting comparator
- o Land mobile fixed site antenna work
- o Two position video display controlled dispatch control console
- o Full system installation
- o FCC licensing services
- o System maintenance during the warranty period
- o Certain incidental services and materials relating to the upgrade of this two-way radio system

The Specifications define the Scope of Work and describe the materials and services needed to complete the project. Work under this solicitation will complement construction of a fixed site monopole communications tower being undertaken by a cellular carrier on property owned by the City of Clear Lake.

The City will only accept full proposals for complete projects from single prime vendors. A complete project shall require an offer to provide all materials, labor, and other services necessary for comprehensive completion of the radio system upgrade project. The City reserves the right to select the single quotation, which most appropriately addresses the City's project needs. The selection decision is at the City's exclusive discretion. Bids may be reviewed for completeness, and may consider factors such as time line for performance, vendor experience, vendor's understanding of the scope of the project, innovations or strategies used to accomplish the project, and price.

Specifications are available and may be requested from:

Chief Greg Peterson
Clear Lake Police Department
511 1st Avenue North
Clear Lake, IA 50428
Email: clpdchief@netins.net
FAX: 641-357-2186
Voice: 641-357-2186

Sealed bids are due by 10:00 a.m., Thursday, September 27, 2012, in accordance with the submission instructions contained in specifications. The City reserves the right to reject all bids. It is anticipated that an award of contract will be made by the City Council at its regular meeting on October 1, 2012. The Project shall be completed by December 14, 2012.

CITY OF CLEAR LAKE, IOWA

REQUEST FOR BIDS (RFB)

for

ANALOG, NARROWBAND VOICE

VHF 2-WAY

RADIO SYSTEM IMPROVEMENT

Approved by the City Council

September 4, 2012

Prepared by:



4921 Fifth Avenue South
Minneapolis, MN 55419-5644
E-Mail: jeff.nelson@psc Alliance.com
Voice 612.216.1502
FAX 888.384.9171

GENERAL INFORMATION FOR VENDORS

1.1 PURPOSE

The purpose and intent of this Request for Bid (RFB) is to secure qualifying proposals for the acquisition and installation of an analog, narrowband VHF public safety radio system to serve the City of Clear Lake, Iowa police department. The overall project includes the following:

- fixed conventional radio system infrastructure including certain antenna work
- a two (2) position, video display based dispatch console electronic control system
- 4.9 GHz backhaul inter-site links
- mobile/ portable radios (also called 'subscriber equipment').

Inherent within the project is a significant component of professional and technical services to install the equipment, integrate it within the already operational dispatch center, program the fixed and subscriber equipment for use, and orient the staff on the operation of the new equipment and features. Maintenance and support of the completed installation for a period of one (1) calendar year following final system acceptance shall also be required with annual extensions of the maintenance contract at the City's option for a total period of up to six (6) years.

Certain drawings which graphically illustrate the equipment and concepts described in the narrative of this document are included as an appendix. The successful bid will be configured with radio system infrastructure that includes a single fixed repeater plus one (1) installed remote voting receiver, and a voting comparator connected to the dispatch center console. All electronic systems and such intermediate interface equipment as may be required to permit reliable, end-to-end radio communications from dispatcher to public safety unit and inter-unit communications amongst members of the Clear Lake Police Department fleet shall be required. A 4.9 GHz point-to-point inter-site link shall also part of the fixed infrastructure. The core VHF 2-way system shall expandable to permit one (1) additional remote voting receive site in the future by adding only the acquisition of antenna systems, remote voting receiver infrastructure and interconnecting link. The City desires a system where all primary land mobile VHF radio infrastructure elements are of a single manufacturer's design where available. Regardless of equipment sourcing a single manufacturer's (or dealer's) warranty is expected during the acceptance period.

The successful bid will provide a "turnkey" solution for all equipment and services to install and commission what is hereinafter described as "the Furnished System". A single prime contract will be the expected outcome. The City intends to execute a contract with the vendor deemed most qualified and advantageous to the City at the best value in accordance with evaluation criteria set forth herein. Bidders may collaborate via a subcontract arrangement to present a package of products and services for the benefit of the City.

The intent of the project is to have the fixed VHF repeater and fire simplex infrastructure installed and operating no later than December 14, 2012 to permit the City to conform to FCC narrow band conversion deadlines.

The City reserves the right to:

- o Accept any part of a single bid, or the bid in its entirety; or,
- o Reject any part of any or all bids received via this procurement process;
- o Negotiate with one or more vendors offering to provide a solution;
- o Select for partial award or implementation a portion of any bid received via this process.

1.2 EXISTING FCC OPERATING AUTHORITY

The City holds FCC operating authority under the following call signs for the systems designated. The new dispatch console will be capable of controlling/operating all of the listed systems.

	Callsign/Frequency	Purpose
Callsign	WQHV 921	Police Mobile Relay
TX Frequency	155.1150 MHz	FB2 Operation
RX Frequency	156.0000 MHz	Mobile Operation
Existing repeater now at downtown water tank; new narrowband analog repeater to be installed at CL Police Department with antenna atop monopole being built by CL telephone		

	Callsign/Frequency	Purpose
Callsign	WQNR435	Fire Department Simplex
TX Frequency	155.7600 MHz	FB Operation
RX Frequency	155.7600 MHz	Mobile Operation
Existing base station at the CL Police Department; new analog narrowband station to be furnished with antenna atop monopole being built by CL telephone		

	Callsign/Frequency	Purpose
Callsign	WQA703	Public Works Simplex System
TX Frequency	155.7150 MHz	FB Operation
RX Frequency	153.9800 MHz	Mobile Operation
RX Frequency	155.7150 MHz	Mobile Operation
Existing base station at CL Public Works facility; connected via leased line circuit.		

	Callsign/Frequency	Purpose
Callsign	KAI398	Multiple
TX Frequency	155.1900 MHz	FB Operation
RX Frequency	155.1900 MHz	Mobile Operation
RX Frequency	155.7150 MHz	Mobile Operation
Existing base station at CL City Hall; 155.190 presently configured with encryption.		

Work by the successful Contractor will include any necessary frequency coordination and FCC license filings including, but not limited to: antenna height changes, geographic coordinate changes, new system applications, and Special Temporary Authority (STA) requests.

1.3 SCOPE OF WORK

The scope of solicitation and any subsequent contract shall encompass all fixed site and mobile equipment, software, labor, and associated parts required to provide the City of Clear Lake with a fully functional radio system improvement.

The Vendor shall furnish all plant, test equipment, material, labor, City staff training, staff familiarity, project coordination, documentation, transportation, and facilities required to install and optimize the entire system as outlined in Section 3 of this document and detailed in relevant Attachments.

1.4 SUBMISSION OF PROPOSALS

The Proposer shall submit completed forms and schedules as instructed in this RFP. Sealed proposals should be addressed to the following address

Attn: Radio System Upgrade Project
City Clerk, City of Clear Lake
PO Box 185
15 North 6th Street
Clear Lake, IA 50428.

Bids will be received until the closing time set forth in paragraph 1.5 below. Bids will be evaluated and awarded at a later date. Vendors must submit one paper original, two (2) paper duplicate copies, and one (1) electronic (soft) copy of their bids, properly signed with an inked signature of an authorized representative of the firm. Proposals are to be delivered in one box or envelope, with the due date and time on the outside of the box. Sealed envelopes shall be clearly marked as follows:

SEALED BID City of Clear Lake Radio System Upgrade Project

Bids which are received after the specified time and date may not be considered.

1.5 IMPORTANT DATES

Below are additional important dates relevant to the project:

Specifications Released	September September 5, 2012
Written Questions Due (vendors shall also indicate their intent to attend the pre-bid vendor meeting by 9/10/2012)	September 10, 2012 – 4 PM Central
On-Site Pre-Bid Vendor Meeting	September 13, 2012 – 1 PM Central
Responses to Questions	September 20, 2012 – 4 PM Central
Bids Due	September 27, 2012 – 10 AM
Anticipated Award	October 01, 2012
VHF Narrow Band Repeater Operating	NLT December 14, 2012
Final System Acceptance	NLT March 1, 2013

1.6 PRE-BID CONFERENCE & SITE INSPECTIONS

Vendors are encouraged to attend a pre-bid conference at the date/time set forth in paragraph 1.5 above. The pre-bid conference will be held at the Clear Lake Police Department.

1.7 QUESTIONS AND REQUEST FOR ADDENDA

Questions and requests for addenda must be submitted in writing, via e-mail to both of the following e-mail addresses, return receipt requested, not later than the due date shown in paragraph 1.5.

clpdchief@netins.net
jeff.nelson@pscalliance.com

Answers and addenda additions will be produced as described in Section 1.5. All addenda will be electronically transmitted to vendors of record who have registered to attend the pre-bid conference.

2.0 PROJECT TERMS AND CONDITIONS

2.1 DEFINITION OF TERMS

"Bidder" or "Vendor" shall mean a person, firm or corporation who submits a bid to provide equipment, material, and/or services necessary in the performance of these specifications.

"Bid" shall mean a written offer to provide the materials perform the requirements specified herein.

"City" or "Owner" shall refer to:

City of Clear Lake, Iowa
Police Department
511 First Avenue North
Clear Lake, IA 50428

"Contractor" shall refer to the successful bidder receiving the contract award.

"Furnish" or "provide" shall mean to supply, equip, and deliver the specified equipment, material and/or services to the City.

"RFB" shall refer to this Request for Bids and supplementary documents such as addenda other written communication relating to the project. "Furnish" or "provide" shall mean to supply, equip, and deliver the specified equipment, material and/or services to the City.

2.2 OBLIGATION OF BIDDER

- Bidders are responsible to examine all drawings, specifications, plans, instructions, and attachments to this document to ensure completeness and correctness.
- Bidders are responsible to inspect facilities and existing conditions to ensure that no unforeseen or omitted circumstances exist that will delay or increase the scope of the project beyond terms and conditions set forth in their submitted bid.
- Bidders shall observe all relevant federal, state, county, and city laws and regulation in respect to all services provided.

2.3 ADHERENCE TO SPECIFICATIONS

Bids are to be consistent with the specification. Departure from the specification may be entertained *provided* that the bidder complies with the "or equal" requirements set forth in the specifications and/or drawings. Under no circumstance will the quality of the overall project suffer due to use of non-specified items and equipment. Bids listing inferior equipment and items may be rejected.

2.4 EXCEPTIONS

In the event the bidder elects to take an exception to any requirement requested by the RFB, such exception shall be duly noted as follows:

- Items for which an exception is taken must be marked as such on Appendix "B" in the location designated as "Exception Taken".
- The vendor must provide an explanation for all exceptions along with alternative solutions for meeting RFP requirements. All explanations of exception must be on company letterhead and submitted with the proposal response.

2.5 SECURITY OF DOCUMENTS

In the interest of public safety all information and technical specifications included in this or any other Clear Lake Police Department system documents may not be re-distributed without the specific written permission of the Clear Lake Police Department.

2.6 BID OFFER AS PART OF FUTURE CONTRACT

Any or all of the language used in this specification and subsequent bidder submissions may become part of a binding contract. A response submitted in response to this RFB shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the bidder with the person executing the bid having legal authorization to execute contractual obligations. Statements, claims, pricing, or schedule commitments shall be considered firm and irrevocable unless specifically waived in writing by the Owner.

2.7 BID CONTENTS

All bid offers must include the documentation required to support the Vendors compliance and ability to perform. The Check List contained in Appendix "F" provides a list of all documents and information required for submission with proposal response.

2.8 BID EVALUATION AND AWARD OF CONTRACT

Following are the criteria and the percentage of the total score for each criterion that will be used by the Owner to select a Contractor. The list of criteria is not in any particular order of priority. The Owner, in its sole judgment, will base the selection of a successful Bidder (Vendor), on a combination of the criteria listed below:

Number	Criteria	% of Total Score
1.	Proven, successful experience providing the installation and optimization of radio communications and electronic systems, similar in scope and magnitude to the Owner's communications system.	25%
2.	Demonstrated capabilities to meet the minimum requirements, including compliance with all minimum standards and specifications for installation, optimization, and other services in accordance with the RFB. Suitability of the skills and experience of designated service personnel to provide high quality service and maintenance of the system.	30%
3.	The clarity and responsiveness of the response to all detailed RFB requirements.	10%
4.	Proposed price, payment schedule, and contract terms.	10%
5.	Suitability of maintenance facilities and equipment, as determined after an interview and inspection of the Bidder's repair premises (if required), by a representative of the Owner.	25%

2.9 PERFORMANCE BOND

Within ten (10) business days of contract award notification, the successful Contractor shall provide a performance bond to the Owner for the entire value of the contract. The performance bond must be valid until 90 calendar days after final acceptance of the project

2.10 REFERENCES

Bidders must provide the Owner with trade references as outlined in Appendix "F" included with this document. Trade references should be for like projects in terms of size and magnitude.

2.11 PRODUCT KNOWLEDGE & TRAINING

Bidders are expected to have training and/or experience with all equipment and components of the proposed system as described in this document. Bidders must provide documentation of this training or experience as part of the Appendix included in this document.

2.12 PROJECT MANAGER

The Vendor shall designate one individual to serve as a Project Manager for the term of the project. The designated Project Manager is expected to provide the following items and services as determined necessary by the Owner and/or their representative:

The Project Manager shall:

- be available for meetings and inspections as is deemed necessary.
- provide updates and status reports as requested
- provide documentation and test results as outlined in the RFB and as requested
- be responsible for performance of Contractor's staff in terms of workmanship, timeliness, and adherence to specifications.
- be responsible to work with the Owner in resolving any disputes.

2.13 SUBCONTRACTORS

The Owner requires that a single vendor be responsible for the entirety of the system. The prime Contractor may subcontract with the condition that all subcontractors shall be acceptable to the City. The following criteria applies to any subcontracted work.

- The Primary contractor shall take full and complete responsibility for the actions of the Subcontractor
- The Primary contractor shall include, as part of their proposal, the Subcontractors Form for each subcontractor the Vendor wishes to use.
- The Primary contractor shall include, as part of their bid, a separate Project References Form for each subcontractor.

2.14 PRICING

All pricing for goods and services shall be firm and irrevocable for a period of One Hundred Eighty (180) days following submission of the bid. Any changes or deviations from the original pricing shall be subject to the Change Order procedure and outlined in this document.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor(s) shall be reflected in a reduction of the contract price retroactive to Contractor(s) effective date.

Applicable price discounts (e.g. WSCA, state, regional, or others) shall be applied to Bidder's offer so as to afford the Owner lowest applicable cost for materials and services provided. Applicable discounts shall be shown on Appendix B and shall be itemized on the attached spreadsheet including the source or trade name of the discount.

2.15 LEGAL COMPLIANCE

The Contractor shall be informed of and conform to all Federal, State and local laws, ordinances, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority that may affect those engaged or employed on the work or affect the conduct of the work. The Contractor shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by the Contractor, subcontractor, suppliers or the Contractor's employees or any others engaged on behalf of the Contract.

2.16 COST OF BID PREPARATION & OWNERSHIP

The Owner shall not be responsible for any costs incurred by the bidder in preparation of a bid. All materials and documents submitted by the bidder in response to the RFB will not be returned to the bidder and shall become the property of the City.

2.17 CONTRACT ADMINISTRATION

The issues addressed in this section relate to the conduct of the actual project. These issues will not be considered as part of the evaluation process, but represent mandatory conditions of contract administration. The requirements contained herein will be incorporated into the terms of the resulting contract.

2.12 COMPLETENESS

It is the responsibility of the Contractor to ensure that the communications system proposed and furnished is complete and fully addresses Owner's goals. The existence of any errors or omissions within this RFB shall not relieve the Contractor of the responsibility of proposing and providing a complete system.

Identifying errors and/or omissions within this RFB, and providing recommended equipment or services to address them, will be recognized as an example of the Bidder's full grasp of the project scope and goals.

The omission in the requirements of any feature and/or function from the set of features and functions that would be considered standard for the system proposed, or features that would be considered optional, shall not be construed as an indication that such other features are not desired. The Bidder shall include a full listing of all features available on the proposed system, indicating those that are standard features and those that are optional.

2.18 CONTRACT TERMINATION

If at any time during the performance of the Contract, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of the Contract, then at the discretion of the Owner and after a suitable period of ten (10) days written notice to the Contractor, the Owner may terminate the Contract or any part of it. The Contractor shall have five (5) days to cure the unsatisfactory performance in the event notice of termination is served. Upon the termination date, the Contractor will be entitled to a pro rata payment for all materials and services received and accepted by the Owner. However, the Contractor shall be liable to the City for the additional costs of replacement materials for the duration of the contract term.

2.19 CHANGE ORDERS

Changes to the original RFP and contract for additions or substitutions authorized by the City of Clear Lake or their representative must be in accordance with the following procedure:

- All changes must be submitted in advance for approval on forms coordinated with the Owner.
- Change orders must be submitted for any work deviating from the original bid.

2.20 PAYMENT TERMS

Payment for services will be divided into "milestones" for payment. The Contractor shall, at each milestone, submit an invoice with documentation or authorization as outlined below. Upon receipt of invoice and verification, the Owner will make payment under standard Net 30 terms.

All invoices are to be directed to the following address:

City of Clear Lake
Attn: Chief Greg Peterson
511 North First Avenue
Clear Lake, IA 50428

- Upon execution of the Contract, the Contractor may invoice up to 10% of the total value of the project.
- Upon receipt of fixed site equipment at the Contractor's facility, the Contractor may invoice the Owner. Not more than one fixed site invoice shall be generated per month. The Contractor must submit an invoice along with a copy of the packing slips and an inventory statement containing model and serial numbers of all equipment received. Electronic copies of these records shall be furnished.
- Upon equipment installations and upon satisfactory inspection by the Owner, the Contractor may invoice the City for the stated portion of the project.

The City shall retain an amount of ten (10) percent of the total contract value until such time as the Contractor certifies that the Furnished System improvement is ready for final system acceptance.

- Upon notification that the Furnished System is ready for acceptance, the City will undertake an acceptance inspection/audit. Upon successfully completing the acceptance inspection/audit (including any outstanding punch list items), the Contractor may invoice the City for the final portion of the project and any change orders. System acceptance is the successful demonstration of all items included in the Acceptance Test Procedure to be defined by the City and the Contractor.

2.21 SYSTEM DOCUMENTATION

2.21.1 As-built Documents

Two (2) full sets plus one electronic copy of as-built documents shall be provided to the City prior to the Contractor's request for final acceptance. These documents are to be provided in a bound and organized fashion with the electronic copy submitted as a CD-ROM/DVD. As-built documents are to include, but not be limited to, the following items:

- System diagrams depicting the overall system configuration
- Addresses of all sites
- Access information for all sites
- Contact information for all sites
- Circuit numbers for all leased circuits
- End-point address for all leased circuits
- Model and serial numbers for all equipment provided

- Set-up parameters for all fixed site equipment including, but not limited to:
 - Frequencies
 - Line levels
 - Programming parameters
 - Soft copies of personality configurations of the equipment.
 - Antenna and antenna line test results
 - A cable matrix listing all cables and coax jumpers at each site.

2.21.2 Labeling

All cables, coax jumpers, and equipment must be labeled in the following fashion:

- All cables including coax jumpers must be marked at both ends with the origin, destination, and cable number. Cable labels are to be printed and laminated to insure readability. Coaxial feedlines shall be identified by the antenna type, mounting height, purpose, and azimuth if directional.
- All equipment must be labeled using a non-fading label medium.

2.21.3 Equipment Inventory

Upon completion of the project, as part of the final documentation, the Vendor shall provide the Owner with a full and complete inventory of the equipment provided and installed as part of this contract. A suitable form for ongoing preventative maintenance shall be negotiated with the successful Contractor.

2.22 SITE CLEAN-UP

Contractors are responsible to leave work sites clean and free of trash at the end of each workday. Removal and disposal of trash is the vendor's responsibility.

2.23 SITE SECURITY

Contractors are responsible for site security. All buildings and tanks must be secured whenever the site is unattended. Any keys obtained for access must be returned each day or as directed at the completion of the project.

2.24 INSTALLATION STANDARDS

The Owner will require the highest level of workmanship to be performed under this contract and will not accept poor or shoddy workmanship. Contractors are expected to conform to industry bench-mark standards and all manufacturers' approved practices. Special attention will be paid to the following areas for all work:

- Attention to detail
- Completion of work
- Clean & organized sites
- Properly installed & grounded equipment
- Documentation of work

- Secure and organized cabling
- Labeling & identification of equipment and demarcs

2.24.1 Fixed Site Installations

A guide to suitable fixed site installation practices may be found in the most current release of *Motorola's R56 Standards*. This document frames expectations for installation practices and workmanship regardless of equipment manufacturer or source. It is understood that strictly enforcing this standard may not be possible due to existing conditions. When this standard cannot be met it is the responsibility of the vendor to seek approval for the non-conforming items prior to commencement of work.

2.25 NEW EQUIPMENT

All equipment, parts, and materials provided to fulfill the terms of the contract must be new and unused.

2.26 WARRANTIES

All products and services work provided as part of the contract must be warranted for a minimum of one (1) year from time of final system acceptance. Bidders are invited to submit an extended warranty/service option as an adjunct to their base bid.

2.26.1 Workmanship

Work provided under the subsequent contract shall be warranted for all defects in workmanship for a period of one full year from final acceptance. Warranty shall cover incorrectly installed items, poor workmanship, or work found to be not in compliance with the contract. Should non-complying issues be identified after Final Acceptance, the Contractor will be notified of such problems and have thirty days to correct the issue. The workmanship warranty shall cover all work performed by the Contractor, their subcontractors, or their agents.

2.26.2 Equipment Warranties

Product warranties for a period of no less than one year or as specified in System Specifications. Warranties shall include all parts and labor unless specifically stated otherwise in the bid.

Bidders must state labor costs for any warranty work that may incur additional charges through the life of the warranty. Hourly and travel charges are to be stated in the spreadsheet attachment supporting lump sum pricing on Appendix B. Rates and charges are to be clearly listed for any and all additional monies the City will be responsible for. Detail must include all additional charges for travel, shipping, troubleshooting, or any other potential fee.

2.26.3 Modified Equipment

The Contractor shall warrant any changes or modifications made to new equipment for the term of the warranty period. Any equipment not covered under warranty due to unauthorized modifications shall be repaired or replaced at the Vendor's expense.

2.27 EQUIPMENT MANUALS

All equipment manuals provided by the manufacturer must be provided to the customer upon completion of the project. Manuals shall be delivered to the Owner for suitable inventory. One (1) soft copy of all installation, operation, and maintenance equipment manuals shall also be provided to the Owner within 21 calendar days of execution of the contract.

3.0 EQUIPMENT SPECIFICATIONS

An analog, narrowband VHF, public safety grade radio system improvement is expected. All necessary equipment labor, and associated items required to complete the project are required.

There are three (3) sites of the work. They are:

- o Clear Lake Police Department
Note: New monopole being erected here by iWireless & CL Tel Wireless Inc. (this structure is pending NEPA and FAA approvals)
- o City of Ventura (monopole and/or water tank)
Note: ASR for this Monopole is 1263258
- o Clear Lake East Elevated Storage Tower: Near Intersection of 12th Avenue South & South 24th Street

3.1 Upgraded VHF Radio System

A general summary of equipment to be installed and made operational and other work to be performed at each site includes:

Location	Summary Equipment Description
Clear Lake PD	New two (2) position radio console electronics; new voting comparator; new backhaul link and associated 2' parabolic antenna; new UPS/battery backup; new law enforcement repeater; new fire base station; new public works control station; new point-point/VLAW station with second receiver; new LEA control station; integration of Cerro Gordo County trunking control station into console; Qty (3) DB224 antennas, Qty (3) DB222 antennas, Sinclair SY203 yagi, isolation duplexer/cavity assemblies, feedline, improve interior grounding.
Ventura Monopole or Ventura Tank	Qty (1) police voting receiver; backhaul link; outdoor cabinet; backup UPS/battery plant; DB222 VHF antenna; installed & operating.
East Elevated Storage Tower	Qty (1) police voting receiver; backhaul link; outdoor cabinet; backup UPS/battery plant; DB222 VHF antenna; installed & operating.
Police Department Programming	Program Qty () mobiles and Qty () portables with new narrowband code plugs.
Police Department	Time and Expense Labor Charges Return to CL PD during calendar 2013/2014 to assist with temporary relocation, set-up, and testing of dispatch equipment required while the City undertakes remodeling. Provide estimate of the total number of hours estimated to accomplish this task.

New Police Department Mobile/Portable	Furnish/install Qty (1) Harris M7100 (or equal) mobile and Qty (8) Kenwood TK2360 (or equal) portables with belt clip and new narrowband code plugs configured for MDC1200 signaling. Provide compatible individual unit chargers for each furnished portable radio. Provide Qty (8) remote speaker mikes with coiled cord and epaulet clip. Provide one (1) gang charger suitable to charge Owner's existing Kenwood TK290 portables. Provide a price list showing all carrying accessory choices for the TK2360 portables.
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Further requirements have been detailed both in this narrative specification and in the attached drawing package.

3.1 FIXED SITE INFRASTRUCTURE

The law system design utilizes a single Type 1 continuous duty repeater with satellite receivers to provide extended coverage within and adjacent to city boundaries. A new narrowband multi-frequency, analog narrowband capable Type 1 continuous duty fire base station with auxiliary second receiver is required. Additionally Qty (3) Type 2 VHF analog control stations are required. The infrastructure package shall include the installation, programming, and optimization of all fixed site equipment as detailed in the applicable attachments of this document.

3.1.2 Antenna Work

Antenna materials and labor to accomplish the installations illustrated in attached drawings shall be quoted.

3.1.3 Telco Lines (If necessary)

The successful Contractor shall be responsible for correctly ordering and overseeing the successful reconfiguration/installation of any required interconnecting telephone lines as a part of the contract to operate successfully with the new console installation. This responsibility shall include the necessary testing, on-site, and off-site coordination with the telephone service provider to ensure that lines have been correctly ordered, installed, and placed into service. Central office powered line configurations (which do not require active commercial power) are preferred. Details about lines ordered, circuit IDs assigned, one-time and recurring cost of line operation, and pre-installation test results associated with the telco lines shall be part of the Contractor's as-built documentation package.

3.1.3.1 Telco Line Suppression (If Necessary)

Telco line surge suppression must be provided and installed for all leased circuit lines. Vendor's are to provide equipment that meets or exceeds the manufacturer's recommendation to protect the connected stations/equipment from electrical impulse or other surges.

3.2 INTERIOR CABLING

Vendor shall be responsible for any and all interior cabling. Interior cabling is to include all connections between telco or RF demarc and other equipment needed to undertake a comprehensive installation. Cabling requirements for the console connection will require cabling between the mezzanine level equipment area above the law enforcement garage and the dispatch center on the ground floor.

All cabling is to be installed in a clean and orderly fashion with cabling appropriately secured. Contractor shall install two (2) 25 pair Category 3 cables between the dispatch center and the mezzanine equipment room for miscellaneous connections including logging recording, and other control/alarm functions. Cabling shall be terminated on "66" blocks at each end.

- Category 3/Category 5 Plenum Rated cable or better

3.3 ACCEPTANCE TEST PROCEDURE (ATP)

An ATP will be required upon completion of the project and prior to authorization of final payment. The requirements of the procedure will be developed jointly by the Contractor and the City of Clear Lake. Final results of the ATP are to be documented and submitted as part of the final documentation package.

-End of Specifications-
Appendices & Drawings Follow

Attachment 1 Insurance Requirements

The following insurance and indemnification provisions have been established for this project and apply to this work.

Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City of Clear Lake, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any of its officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits. In order to assure a source of funding to meet this indemnification obligation, the Contractor shall, at its sole cost and expense, obtain and maintain the following described insurance coverages:

Liability Insurance

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

Insurance Requirements

The insurance coverage required shall be at least as broad as:

1. Commercial General Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance within the limits proscribed by Iowa law.

Limits Of Insurance

The Contractor shall maintain limits on said policy of no less than:

1. General Liability:
 - a) \$1,000,000 each occurrence
 - b) \$1,000,000 products and completed operations (aggregate)
 - c) \$2,000,000 general aggregate
 - d) \$2,000,000 umbrella or excess liability
2. Automobile Liability:
 - e) \$1,000,000 per person
 - f) \$1,000,000 bodily injury per occurrence
 - g) \$1,000,000 property damage per occurrence
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by Iowa law.

Deductibles

Any deductibles or self-insured retentions must be declared to and approved by the City.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

a. The City, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, employees, elected and appointed officials, and volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by the City, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, agents, employees, elected and appointed officials, and volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. The Contractor hereby releases the City from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

b. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability Of Insurers

Unless otherwise approved by the City, insurers must be identified as authorized and eligible to conduct business in Iowa. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

Certificates/Endorsements Of Insurance

The Contractor shall furnish the City with certificates of insurance and with any and all original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The said certificates and endorsements shall be forwarded as follows to the individual identified below:

Radio System Upgrade
City of Clear Lake
City Clerk
PO Box 185
15 North 6th Street
Clear Lake, IA 50428

Acceptance Of Certificate

Acceptance of any certificate(s) and/or endorsement(s) of insurance by the City does not waive the insurance requirements provided in the foregoing paragraphs. Should the City sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify the City for any such loss. This indemnification shall occur regardless of whether or not the City has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

Additional Insured Endorsement

During the life of the Contract, through the period of warranty, and any subsequent maintenance extension period, the Contractor's insurance shall name the City of Clear Lake its officers, agents, employees, elected/appointed officials and volunteers as additional named insureds.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

Energy Power Study

Prepared for:
Clear Lake City Hall
Clear Lake, IA

By: Harry C. Doyle, P.E.



Engineering Consultants

July 2012

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EXECUTIVE SUMMARY

The City of Clear Lake Municipal Building is a multi tenant city facility. Recently, this facility housed the city administrative offices, the city police department and the city main fire station. The city fire department has completed the construction of an independent fire station and has relocated their department to this new facility.

The city police department is planning to renovate their part of the existing municipal building and also expand to occupy the area of this building vacated by the fire department. Both the police department and the city administrative staff have a desire to improve the ability of this building to function as an emergency response center and place of refuge during time of disaster in the community. This report will focus on the emergency electrical power needs to allow the building to function in this manner.

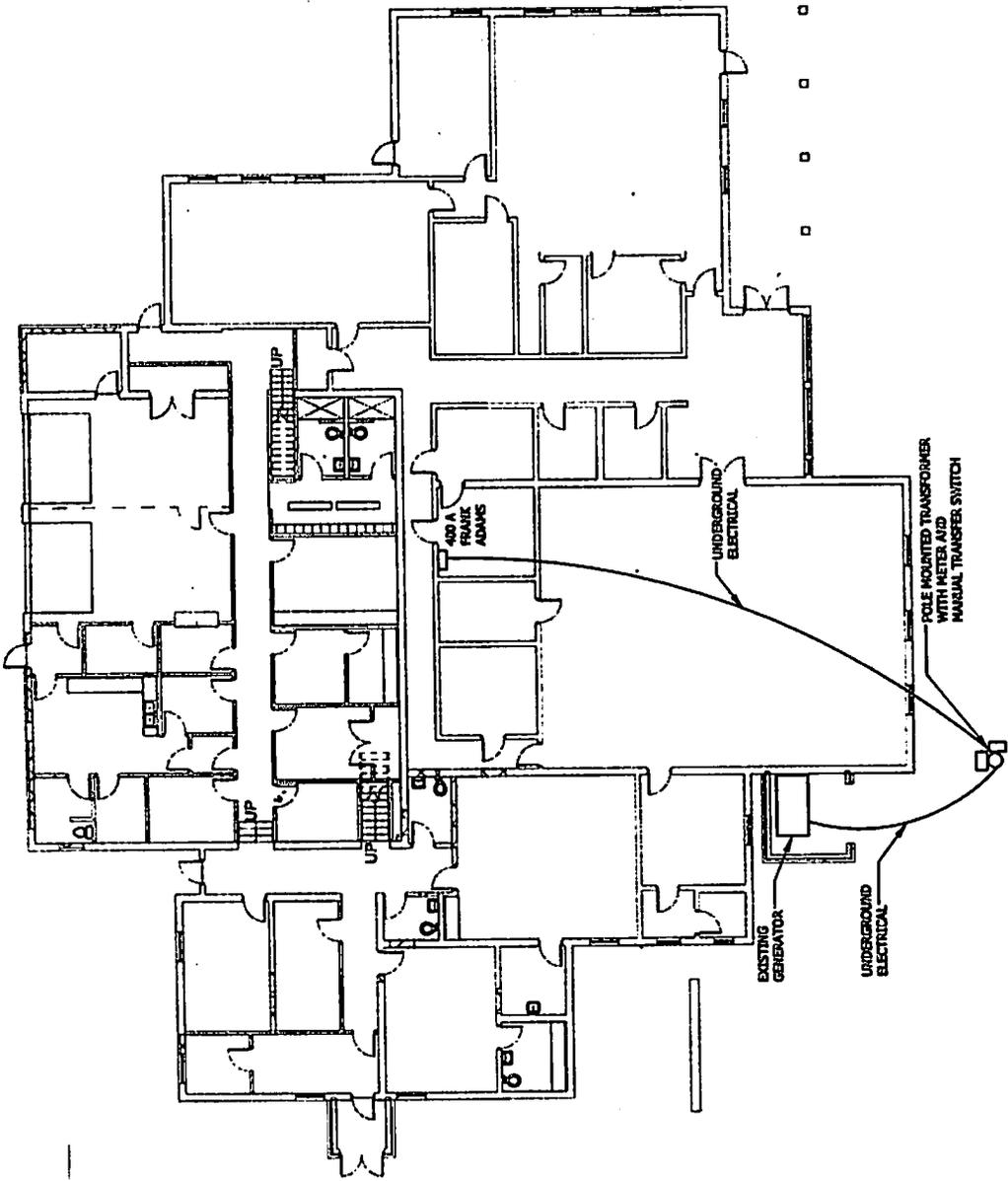
EXISTING CONDITIONS

The building has undergone some partial renovations since constructed. The most recent being in 2005 with the heating and cooling system was updated. The electrical system has remained mostly untouched except for the addition of a small emergency generator to an enclosure added to the side of the building. The generator is an old war surplus style. It is 55 kW, 120/208 volt, 3 phase. The generator is gasoline fueled.

The building does not have an emergency electrical distribution system or automatic emergency back up system. This small generator is connected to a utility pole in the parking lot. In the event of loss of electrical power, someone must go outside to the utility pole and manually throw the transfer switch which disconnects the building from the electric utility grid and connects the building to the emergency generator. Before starting the generator someone must go back inside a manually turn off unnecessary circuit breakers in the electrical distribution panelboards. Failure to do this will overload the generator. At this point, someone can go back outside and start the generator. When electric utility power returns, this sequence must be reversed.

This type of procedure is not desirable and is prone to operation problems. The capacity of this generator and interconnecting wiring is not adequate to serve the identified building needs. Reference the attached sketch of the existing condition.





CLEAR LAKE POLICE ELECTRICAL SERVICE STUDY

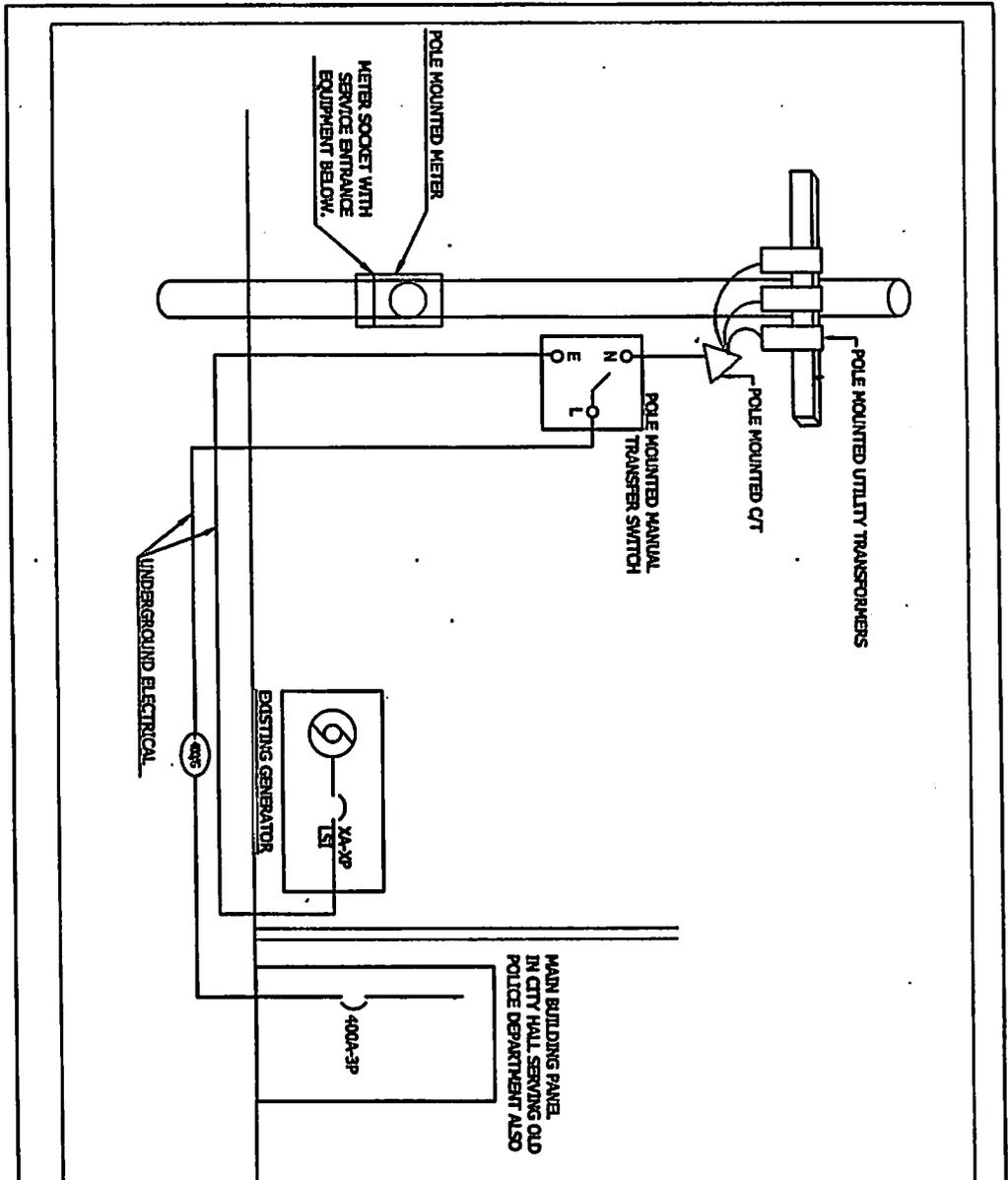
SHEET: E-100 TITLE: EXISTING ELECTRICAL SERVICE

FILE NAME: DATE: 7.10.12 SCALE: 1/16" = 1'-0"

214 EAST FOURTH STREET
 WATERLOO, IOWA 50703
 1717 INGERSOLL AVE. STE. 111
 DES MOINES, IOWA 50309

310 (235 0800) TEL
 (235 0844) FAX
 615 (281 7280) TEL
 (281 7340) FAX
 MODUS-ENG.COM





CLEAR LAKE POLICE ELECTRICAL SERVICE		814 EAST FOURTH STREET	TEL 258 0650	
SHEET E-200 TITLE: EXISTING RISER DIAGRAM		WATERLOO, IOWA 50703	TEL 258 0644	
FILE NAME:	DATE: 7.10.12 SCALE: NO SCALE	1717 HENSOLL AVE. STE. 111 DES MOINES, IOWA 50306	TEL 281 7280 TEL 281 7348	

PROPOSED IMPROVEMENTS

With the fire department moving out of this facility there is unused area in the building. The police department has need for more area to adequately serve the department functions. It is proposed that the existing police department is being remodeled and expanded to utilize the vacated fire department area.

The facility electrical service is rated at 400 amps, 120/208 volt, 3 phase. This is original to the building. The expanding needs of the police department and the administrative offices which require this electrical service capacity be increased. It is proposed to increase this service to 600 amp, 120/208 volt, 3 phase. A 50% increase. This should adequately serve the facility needs for the foreseen future.

Alliant Energy has been detailed on the following sketch of proposed electric service.

It is proposed that a new emergency generator and service rated automatic transfer switch be provided to power 100% of the facility electrical power needs. This will allow the building to transition to emergency power and back again to normal power without manual intervention. The generator would be provided with its own exterior weatherproof secure housing. The generator would have an intergral 24 hour diesel oil tank. Reference the attached building floor plan indicating equipment proposed locations.

The existing generator and attached garage would be removed to make room for the new generator and new electric service.

A new main electrical service panel would be installed in the building. This would sub feed the existing 400 amp main panel. Improvements to this existing main panel are delayed until a future date. The remodeled police department would get new electrical distribution.

OPINION OF COST

The opinion of cost for this electrical service improvement and emergency generator follows:

THE OPINION OF PROBABLE COST FOR THIS ELECTRICAL SERVICE IMPROVEMENT AND EMERGENCY GENERATOR FOLLOWS:

QTY	EQUIPMENT	EQUIP. COST	LABOR	TOTAL
1	250 KW DIESEL GENERATOR	\$77,124	\$750	\$77,874
1	METERING & ELECTRICAL SERVICE	\$2,800	\$800	\$3,600
1	600 AMP MAIN PANEL	\$14,561	\$2,450	\$17,011
1	600 AMP SERVICE RATED TRANSFER SWITCH	\$8,387	\$1,800	\$10,187
1	BACK FEED 400 AMP SERVICE	\$3,200	\$1,424	\$4,624
	TOTAL	\$106,072	\$7,224	\$113,296





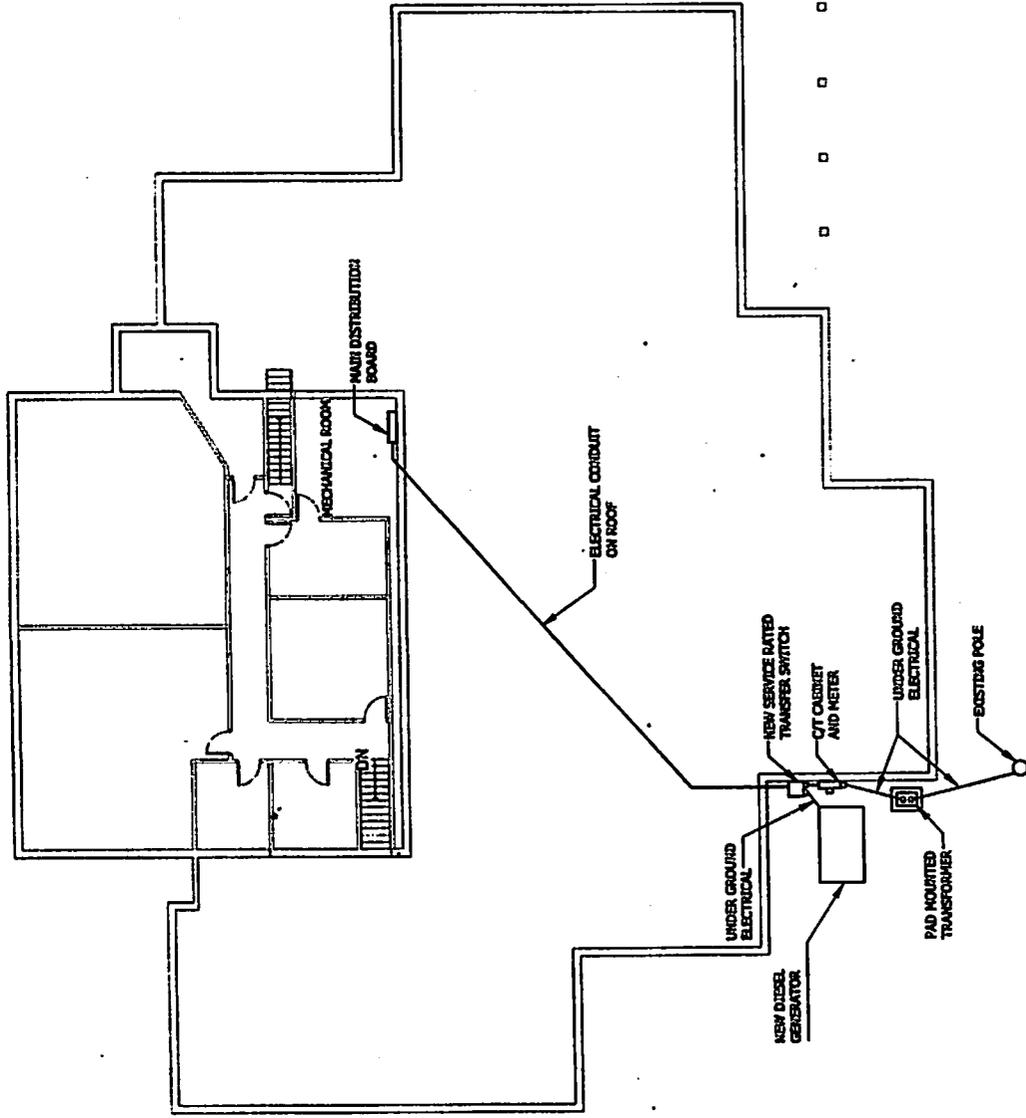
314 EAST FOURTH STREET
WATERLOO, IOWA 50703
319 (235 0650) TEL
319 (235 0644) FAX

1717 INGERSOLL AVE, STE. III
DES MOINES, IOWA 50309
515 (251 7280) TEL
515 (251 7340) FAX
MODUS-ENG.COM

CLEAR LAKE POLICE ELECTRICAL SERVICE STUDY

SHEET: E-300 TITLE: PROPOSED ELECTRICAL SERVICE

FILE NAME: DATE: 7.10.12 SCALE: 1/16" = 1'-0"

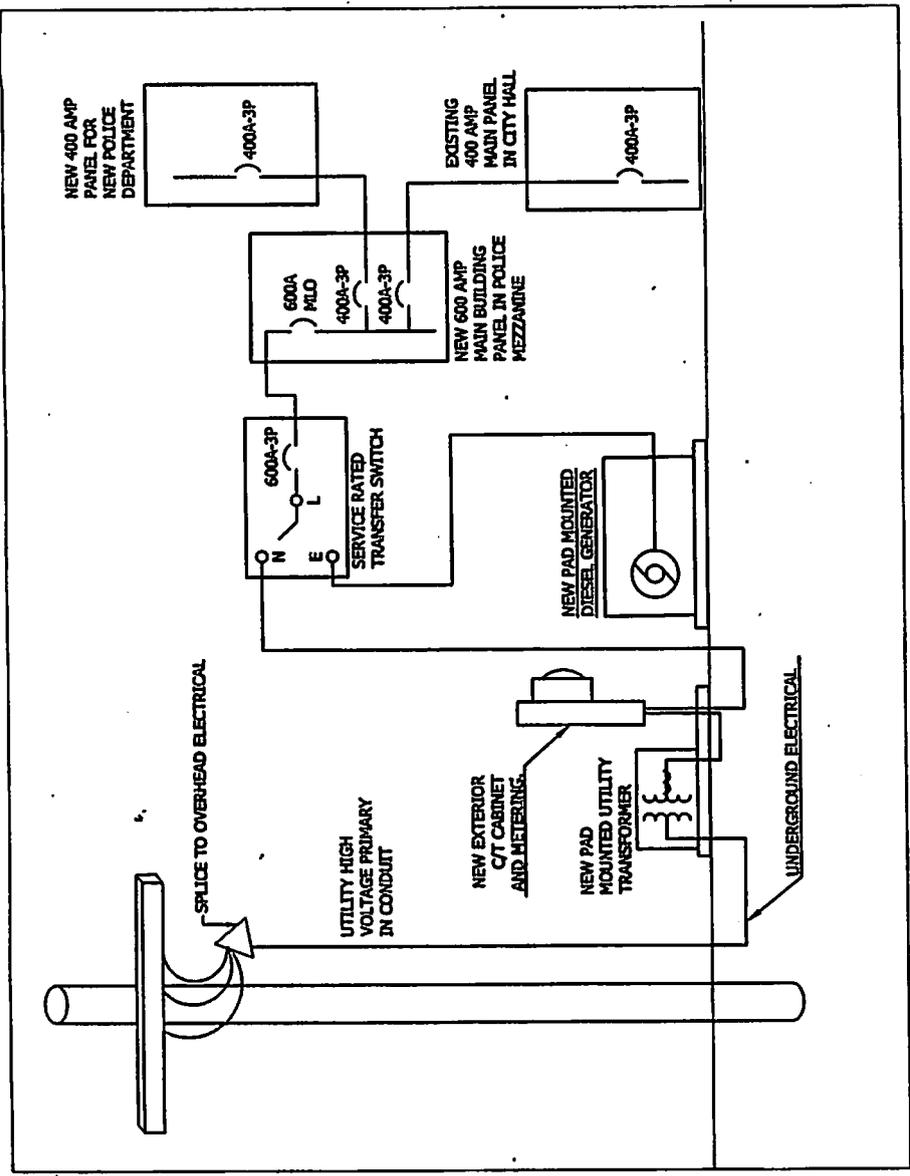


CLEAR LAKE POLICE ELECTRICAL SERVICE

DATE: 7.10.12 SCALE: NO SCALE

PROJECT: E-400 TITLE: PROPOSED RISER DIAGRAM

FILE NO: 1717 INDEPENDENCE AVE. STE. 111
 518 828 7880 FAX 518 828 7849
 1717 INDEPENDENCE AVE. STE. 111
 518 828 7880 FAX 518 828 7849
 1717 INDEPENDENCE AVE. STE. 111
 518 828 7880 FAX 518 828 7849



Prepared By:
 administrator
 Karl Chevrolet
 1101 SE Oralabor Rd
 Ankeny, IA 50021
 Phone: (515) 299-4409
 Fax: (515) 299-4420
 Email: d.rudolph@karlchevrolet.com

2013 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr 1500 Commercial CC1070

WINDOW STICKER

2013 Chevrolet Tahoe 2WD 4dr 1500 Commercial		Interior: - No color has been selected.
5.3L/323 CID Gas/Ethanol V8		Exterior 1: - No color has been selected.
6-Speed Automatic		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
CC10706	2013 Chevrolet Tahoe 2WD 4dr 1500 Commercial	\$39,080.00
OPTIONS		
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED	INC
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
LMG	ENGINE, VORTEC 5.3L V8 SFI FLEXFUEL	\$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	\$0.00
GU4	REAR AXLE, 3.08 RATIO	INC
C5U	GVWR, 6800 LBS. (3084 KG)	INC
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP	\$0.00
QV9	WHEELS, 5 - 17" X 7.5" (43.2 CM X 19.1 CM) STEEL, POLICE	INC
QAR	TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED	INC
ZY1	SOLID PAINT	\$0.00
50U	SUMMIT WHITE	\$0.00
A95	SEATS, FRONT BUCKET WITH PREMIUM CLOTH	INC
19C	EBONY, PREMIUM CLOTH SEAT TRIM	\$0.00
US8	AUDIO SYSTEM, AM/FM STEREO WITH MP3 COMPATIBLE CD PLAYER	\$0.00
PPV	IDENTIFIER FOR POLICE VEHICLE.	-\$4,730.00
6J1	IGNITION	INC
KNP	COOLING, AUXILIARY TRANSMISSION OIL COOLER, HEAVY-DUTY AIR-TO-OI	INC
KC4	COOLING, EXTERNAL ENGINE OIL COOLER, HEAVY-DUTY AIR-TO-OIL, INTE	INC
K47	AIR CLEANER, HIGH-CAPACITY	INC
---	BATTERY, 660 COLD CRANKING AMPS	INC

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 239.0, Data updated 8/21/2012 1:57:00 PM
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2013 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr 1500 Commercial CC1070

WINDOW STICKER

PZZ	SKID PLATE PACKAGE	INC
V76	RECOVERY HOOKS, FRONT, FRAME-MOUNTED	INC
1LR	BRAKE SYSTEM, MODIFIED POLICE "CITY BRAKE PACKAGE"	\$0.00
—	KEY, SINGLE, 2-SIDED	INC
ZAK	TIRE, SPARE P265/60R17 ALL-SEASON, POLICE, V-RATED	INC
—	LUGGAGE RACK, DELETE	INC
—	WIPERS, FRONT INTERMITTENT WET-ARM	INC
UN9	RADIO SUPPRESSION, BRAIDED BRASS STRAPS	INC
6J3	WIRING, GRILLE LAMPS AND SIREN SPEAKERS	\$102.00
AG2	SEAT ADJUSTER, FRONT PASSENGER 6-WAY POWER	INC
ATD	SEAT DELETE, THIRD ROW PASSENGER	INC
UT7	GROUND STUDS, AUXILIARY	INC
UE0	ONSTAR, DELETE	INC
—	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING	INC
VQ2	FLEET PROCESSING OPTION	\$0.00
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY AND SHIPPED TO KERR I	INC
	SPECIAL EQUIPMENT OPTIONS	
9N5	FLOOR CONSOLE DELETE	\$0.00
5T5	SEATS, REAR VINYL WITH FRONT CLOTH SEATS	INC
	SUBTOTAL	\$34,452.00
	Advert/Adjustments	\$0.00
	Destination Charge	\$995.00
	TOTAL PRICE	\$35,447.00
	Est City: 15.00 mpg	
	Est Highway: 21.00 mpg	
	Est Highway Cruising Range: 546.00 mi	

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2013 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr 1500 Commercial CC1070

WINDOW STICKER

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Customer File:

August 23, 2012 10:40:21 AM

Page 3

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2013 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr 1500 Commercial CC1070

QUOTE WORKSHEET

QUOTE WORKSHEET - 2013 Fleet/Non-Retail CC10706 2WD 4dr 1500 Commercial

MSRP	\$39,080.00
Destination Charge	\$995.00
Optional Equipment	(\$4,628.00)
Dealer Advertising	\$0.00
PRE-TAX ADJUSTMENTS:	
Gov't and Karl Discount	(\$10,381.00)
6J7, Flasher	\$375.00
7X6, Left hand Spotlight	\$420.00
Total Pre-Tax Adjustments	(\$9,586.00)
Taxable Price	\$25,861.00
TOTAL	\$25,861.00

Customer Signature / Date

Dealer Signature / Date

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

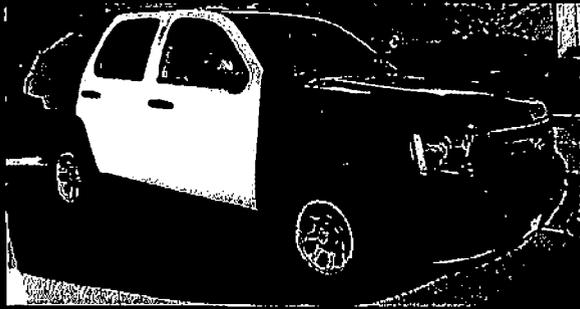
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Customer File:

Place Your 2013 Spring State Bid Orders Now!

2012 STATE BID PRICING IS AVAILABLE ON
 2013 MODELS WHEN ORDERED BY SEPTEMBER 15TH
 PLUS TAKE ADVANTAGE OF OUR HUGE IN STOCK SELECTION OF 2012 MODELS

2012 SPECIAL SERVICE AND PPV TAHOE—CALL FOR A DEMO TODAY!



2012 4WD SPECIAL SERVICE TAHOE
 STATE BID PRICE: \$27,481.50



2012 2WD PURSUIT TAHOE
 STATE BID PRICE: \$24,379

2012 CAPRICE PPV 9C1 PATROL



STATE BID PRICE: \$26,224.00

2012 CAPRICE 9C3 DETECTIVE



STATE BID PRICE: \$26,224.00

2012 IMPALA PATROL / DETECTIVE

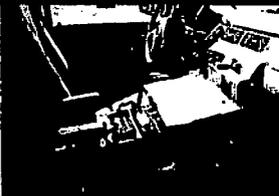
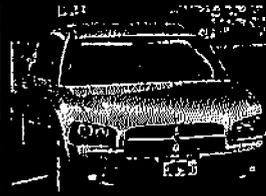
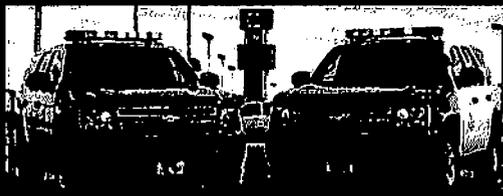


STATE BID PRICE: \$20,188.95



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RESOLUTION NO. _____

**A RESOLUTION APPROVING FIRST AMENDMENT TO WATER TOWER LEASE WITH OPTION; SITE LEASE WITH OPTION; AND TOWER COLLOCATION LEASE AGREEMENT
BY AND BETWEEN THE CITY OF CLEAR LAKE AND CL TEL WIRELESS INCORPORATED**

WHEREAS, as a result of age and functional obsolescence, the City has begun planning for the removal of the S. Shore Drive Elevated Water Storage Tower; and

WHEREAS, CL Tel Wireless, Inc. (the "Company") will be required to relocate its telecommunications equipment and other facilities from the S. Shore Drive Water Storage Tower in anticipation of the demolition of the Tower; and

WHEREAS, City's police department will be required to relocate its emergency response radio repeater equipment from the S. Shore Drive Water Tower; and

WHEREAS, Company and the City of Clear Lake (the "City") desire to amend their original "Water Tower Lease with Option", entered into following a public hearing on October 7, 2007; and

WHEREAS, City and Company desire to work collaboratively to replace their collective telecommunications equipment and other facilities from the S. Shore Drive Water Storage Tower; and

WHEREAS, Preliminary engineering has indicated that a location near the Clear Lake City Hall building, 15 N. 6th Street, adjacent to the police department alley, would provide sufficient coverage for both parties' purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clear Lake, Iowa:

1. That entering into the Agreements with CL Tel Wireless would fulfill a public purpose.
2. That pursuant to applicable Iowa law a public hearing was held before this City Council on the above-referenced proposed Agreement(s) with CL Tel Wireless Inc. on September 4, 2012, at 6:30 p.m., in the Council Chambers, at City Hall.
3. That notice of hearing was published in the Clear Lake Mirror Reporter.

PASSED and APPROVED this 4th day of September, 2012.

Nelson P. Crabb, Mayor

Attest: _____
Jennifer Larsen, City Clerk