

1. Agenda

Documents:

[042721 CC AGENDA.PDF](#)

2. Meeting Materials

Documents:

[042721 CC PACKET.PDF](#)

Grimes City Council Agenda

Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Phone | 515.986.3036
www.grimesiowa.gov

Mayor | Scott Mikkelsen
City Council | Jill Altringer, Eric Johansen,
Andy Borcharding, David Gisch, Ryan Burger

Mission Statement

The mission of Grimes City Government is to provide excellent/exceptional city services and facilities in a financially responsible and community-friendly manner through a high performing city team that result in adding value to resident's lives.

Grimes City Council Meeting April 27, 2021 In Person at Grimes Community Center, 410 SE Main Street and by Zoom

Electronic Meeting as Provided Under Iowa Code, Chapter 21*

*Please note that this Grimes City Council Meeting will be an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in-person meeting.

The public is welcome and encouraged to attend and participate in this meeting by either internet or phone as follows:

1. Internet- Meeting attendance may be obtained by "Join Zoom Meeting". Simply enter the following internet address and ID:

Topic: Grimes City Council Meeting

Time: April 27, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98234345589?pwd=YTE2dTRhY0Vxa04zNnBhTTk4N0tPZz09>

Meeting ID: 982 3434 5589

Passcode: 110115

2. One tap mobile +13017158592,,98234345589# US (Washington DC)
13126266799,,98234345589# +US (Chicago)

Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

3. Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 4:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address or by using the RAISE HAND feature by zoom. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. If you are participating via phone, the raise and lower hand feature can be activated by using *9. After you are recognized, use *6 to unmute your audio. The Chat and Q&A

functions will be turned off during the meeting. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.

4. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time.
5. Hearing Assistance: If you are hearing impaired, Grimes will provide a sign language communicator on the internet Zoom meeting video presentation upon request. Please contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov to request this service 24 hours in advance of the meeting.

For any additional assistance or questions in attending the meeting, please call 515-986-3036 Ext 1025 from 8 a.m. to 5 p.m., or contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR APRIL 27, 2021 AT 5:30 PM

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. Resolution 04-3621 Approving Consent and Agreement for Improvements Within Surface Water Flowage Easement for Autumn Park West Plat 1 Lot 7 – 1705 NW 8th Street
 - C. Resolution 04-2321 Consent and Agreement for Improvements Lot 16 of Heritage at Grimes Plat 3 – 2208 NE Park Drive
 - D. Resolution 04- 2421 Approving Quotes and Bills over \$10,000 According to the Grimes Purchasing and Procurement Policy
 1. Wulfekuhle Injection & Pumping Inc \$40,000 – sludge removal
 2. Flexamat \$13,697.00 Erosion Control Material for NE Edgewood Drive
 3. Municipal Supply, Inc \$32,585.50
 4. General Traffic Controls, Inc – Hwy 44 & Brookside Drive \$26,092.00
 5. Whitfield & Eddy \$18,208.29
 - E. Change Order #1 with Total Quality, Inc Agreeing to Changes with Regard to Lawn Care Service Contract
 - F. Resolution 04-2521 Approving Temporary Occupancy Permit Agreement Form and Authority to Issue
 - G. Resolution 04-2621 Approving Writing Off Uncollectable Debt \$563.31
 - H. Resolution 04-2721 Approving City of Grimes' Policy to Retain Overpayments Received
 - I. Resolution 04-2821 Approving An Amended Professional Services Agreement With Invision Architecture, LTD for Architecture and Interior Design for the New Grimes Public Library
 - J. Resolution 04-4321 Setting a Public Hearing for Kennybrook Setting the Bid Letting for the Kennybrook South Basin Improvements Bid Letting on May 19, 2021 at 10:30 am and Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for May 25, 2021 at 5:30 pm.

- K. Approval of Alcohol License Renewals
 - a. Grimes Area Chamber of Commerce 404 SE 2nd Street- Class C
 - b. Spirits 109 E. 1st Street Class E, B, C & Sunday
- L. Resolution 04-3721 Approving Hwy 141 SB Ramp and Hwy 44 Traffic Signals Iowa DOT Agreement U-STEP Funding
- M. Approval of Professional Services Pay Applications:
 - 1. Pay Application #11 to Veenstra & Kimm, Inc for the Northwest Territory Lift Station and Forced Main Project \$4,747.40
 - 2. Pay Application #28 to Veenstra & Kimm, Inc for the WRA Connector \$15,104.50
 - 3. Pay Application #17 to McClure Engineering Company for the Reverse Osmosis Water Treatment Plant Phase 1 \$43,954.59
 - 4. Pay Application #16 to McClure Engineering Company for the New 1.5 MG Elevated Storage Tower – Construction Phase \$872.50
 - 5. Pay Application #7 to McClure Engineering Company for the Water System Study \$13,130.00
 - 6. Pay Application #3 to Foth Infrastructure & Environment, LLC for the James Street Corridor Study N 27th Street to S 37th Street \$74,409.80
 - 7. Pay Application #6 to Foth Infrastructure & Environment, LLC for the S James Street and SE 6th Street Intersection Improvements \$12,135.00
- N. Professional Services Agreements:
 - 1. Resolution 04-4121 Approving a PSA with Foth Engineering for the Sanitary Sewer Collection System Study
 - 2. Resolution 04-4221 Approving a PSA with Nilles & Associates for the Silkwood Area Drainage Study
- O. Resolution 04-2921 Approving Equipment Transactions Pursuant to FY21 and FY 22 Budget
- P. Claims Report

PUBLIC FORUM

“People wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

PUBLIC AND COUNCIL AGENDA ITEMS

Council may consider and potentially act on the following Public Agenda items

- A. County Line Road Intersection Improvements
 - 1. Public Hearing for the County Line Road Intersection Improvements
 - 2. Resolution 04-3321 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the County Line Road Intersection Improvements
 - 3. Resolution 04-3421 Awarding Construction Contract for the County Line Road Intersection Improvements
 - 4. Resolution 04-3521 Authorizing Construction Contract and Bond for the County Line Road Intersection Improvements
- B. South Sports Complex Irrigation Project
 - 1. Public Hearing for the South Sports Complex Irrigation Project
 - 2. Resolution 04-3821 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the South Sports Complex Irrigation Project

3. Resolution 04- 3921 Awarding Construction Contract for the South Sports Complex Irrigation Project
 4. Resolution 04- 4021 Authorizing Construction Contract and Bond for the South Sports Complex Irrigation Project
- C. Princeton Subdivision Plat 1 Lot 7 Site Plan Amendment

COUNCIL DISCUSSIONS

1. Mayor's Report
2. City Staff's Report
3. Council Reports

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday April 13, 2021

*Please note the regular City Council Meeting was held as an electronic and in person meeting pursuant to Iowa Code Section 21.8. The meeting was called to order by Mayor Mikkelsen Tuesday April 13, 2021 at 5:31 pm at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

The Pledge of Allegiance was led by Mayor Scott Mikkelsen.

Roll Call: Present: Mayor Scott Mikkelsen Council Members: David Gisch, Eric Johansen Andrew Borcharding, Jill Altringer, Ryan Burger

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Borcharding, Second by Burger, to approve the agenda.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

CONSENT AGENDA

Approval of the Consent Agenda

A. Minutes from previous meeting B. Proclamation – April 13, 2021 Arbor Day C. Resolution 04-0121 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Heritage at Grimes Plat 7 Lot 13 – 1205 NE 22nd Street D. Resolution 04-0221 Approving Consent and Agreement for Improvement Within Overland Flowage Easement for Lot 10 of Autumn Park Plat 5 – 1204 NW 5th Street E. Resolution 04-0421 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Heritage at Grimes Plat 5 Lot 59 – 1112 NE 21st Street F. Resolution 04-1321 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Autumn Park Plat 5 Lot 46 – 316 NW Beechwood Drive G. Resolution 04-1421 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Heritage Station Crossing Plat 1 Lot 54 – 1104 NE Cypress Circle H. Resolution 04-1521 Approving Consent and Agreement for Improvements Within Storm Sewer and Surface Water Easement for Beaverbrooke West Plat 5 Lot 22 – 209 NW 10th Circle I. Resolution 04-1221 Approving Consent and Agreement for Improvement Within Storm Sewer and Surface Water Flowage Easement for Beaverbrook West Plat 5 Lot 20 – 201 NW 10th Circle J. Resolution 04-0521 Approving City of Grimes and Frontline Warning Systems Contract for Warning Sirens K. Resolution 04-0621 Approving Vehicle Purchase for Public Works & Development Services L. Professional Services: 1. Resolution 04-0721 To Enter Into a Contract for Professional Services Concerning the NE Edgewood Drive Swale Improvements with Nilles Associates, Inc. 2. Resolution 04-0821 To Enter Into a Contract for Professional Serviced Concerning Little Beaver Creek with Nilles Associates, Inc. 3. Resolution 04-0921 Approving Professional Services Agreement with ISG for Waterworks Park Redevelopment Analysis 4. Resolution 04-0321 Agreement for Professional Consulting Services with Calhoun-Burns 2021 and 2022 Bridge Inspection Programs 5. Pay Request #5 to HR Green Inc for the Pavement Management Study \$3,969.50 6. Pay Request #1 to Snyder & Associates for On Call Traffic Planning and Engineering Services \$2,777.36 7. Pay Request #1 to Snyder & Associates for Hope Commercial Traffic Impact Study \$3,878.00 8. Pay Request #16 to Bolton & Menk, Inc for Hope Commercial Plat 1 Public Improvements Construction Services \$1,486.00 9. Pay Request #5 to Bolton & Menk, Inc for the Highway 44 Corridor Study \$10,573.00 10. Pay Request # 15 to Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements \$ 10,831.50 11. Resolution 04-2021 Approving Agreement with ESRI

relating to the ArcGIS M. Pay Request: 1. Pay Request #1 to On Track Construction, LLC for the Northwest Territory Lift Station and Force Main \$142,247.21 2. Pay Request # 16 to Shank Constructors for the Reverse Osmosis Water Treatment Plant Phase 1 \$1,131,322.70 N. Resolution 04-1921 Personnel Transactions O. Governors Days Requests from City of Grimes P. Municipal Supply Meters- \$14,082.40 Q. Wulfekuhle-Sludge removal- 40,000 R. Alcohol License Renewals 1. Plaza Tapatia- Hacienda Vieja 2. Casey's #2520 3. Kum & Go #141 4. Kum & Go # 237 S. Resolution 04-2121 Authorizing an extension of the City Administrator's Employment Contract. T. Claims Report \$2,040,667.75 U. Finance Report
Motion by Borcharding, Second by Burger, the Consent Agenda shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

A. Brookside Drive Intersection Improvements

Matt Ahrens, City Engineer, addressed the Council reporting that there had been 6 bids submitted for this project with the bids ranging from \$331,787.50 to \$395,000.00. Ahrens said the low bid was from Jasper Construction Services, Inc of Newton, Iowa. This bid represented around \$60,000.00 under the engineer's estimate of cost for the project. Ahrens said this company has previously worked with companies that he was familiar with and had not heard of any issues with their performance. Ahrens told the Council that the City will be receiving additional funding from the U-STEP Iowa Department of Transportation in the amount of \$200,000.00 for this project. Ahrens said this project will include adding turn lanes and signaling at the intersection of Brookside Drive and Highway 44.

1. Public Hearing for Brookside Drive Intersection Improvements

Mayor Mikkelsen Opened the Public Hearing at 5:34 PM. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:35 PM.

2. Resolution 04-1621 Adopting Plans, Specifications, form of contract, and estimate of cost for the Brookside Drive Intersection Improvements.

Council Member Gisch asked what the time line was for this project. Ahrens said much of the equipment needed for this project had already been acquired and he hoped that they would see completion by the time school opens in late August of 2021.

Motion by Johansen, Second by Gisch, to approve Resolution 04-1621 Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the Brookside Drive Intersection Improvements.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

3. Resolution 04-1721 Awarding Construction Contract for the Brookside Drive Intersection Improvements

Motion by Johansen, Second by Gisch, to approve Resolution 04-1721 Awarding Construction Contract for the Brookside Drive Intersection Improvements to Jasper Construction Services, Inc of Newton, Iowa in the amount of \$331,787.50

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

4. Resolution 04-1821 Authorizing Construction Contract and Bond for the Brookside Drive Intersection Improvements.

Motion by Johansen, Second by Gisch, to approve Resolution 04-1821 Authorizing Construction Contract and Bond for the Brookside Drive Intersection Improvements with Jasper Construction Services, Inc.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

B. Resolution 04-1121 Authorizing City of Grimes to Enter 28E Agreement for the Operation of Health Benefits Program

Erik Fisk, Human Resources Director, addressed the Council stating the current insurance benefit provider provided notice that there would be a 20% premium increase for the upcoming plan year. Fisk said this prompted an immediate evaluation of what other carriers were available for the City to move to in order to reduce the cost, while maintaining similarly equal coverage for the employees. Fisk told the Council that other carriers and plans in the general marketplace were indicating a similar increase. Fisk said the 28E agreement presented is a Governmental Health Care Plan known as IGHCP. He explained that this agreement would allow Grimes to join a buying trust along with thirty six other Cities, Counties and schools to pool the combined buying power to reduce administration fees and help control renewal costs thru pooling. Fisk advised the Council that both the Public Works, and Fire Department Union had been advised of this agreement, and both have responded favorably to the proposal.

Council Member Gisch asked what the average historical increases were under this new program. Fisk said the annual premium increases were typically below 5 percent.

Fisk stated that with this agreement, the increase to the employees came in at just under 3 percent.

Council Member Johansen asked if there was a cancelation or withdrawal clause that needed to be brought to their attention. Fisk said that the agreement was reviewed by legal counsel and there were not any cancelation requirements aside from a six month notice of intent.

Motion by Gisch, Second by Burger, to approve Resolution 04-1121 Authorizing City of Grimes to Enter a 28E Agreement for the Operation of Health Benefits Program.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

C. Resolution 04-2221 Approving the 2021 Employee Benefits Policy

Erik Fisk advised the Council that this benefits policy was essentially the same as the previous year with some modifications as to the internal administration of the benefits policy, and the elimination of the reimbursement of co-pay over 30 dollars, and changing the participation level between Wellmark and the Employees from 80/20 to 70/30 percent.

Motion by Johansen, Second by Altringer, to approve Resolution 04-1121 approving the 2021 Employee Benefits Policy

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

D. Resolution 04-1021 Approving a Schematic Design for the Grimes Public Library and Authorizing Final Design Work

City Administrator Jake Anderson advised the Council that following the Budget Workshop, Council committed to funding for the new library at \$7,000,000. He stated the Library Board went to work revising their schematic design to match that budget in preparation for putting the project out to bid this fall. Anderson said the proposed design has been presented to the Construction Advisory Committee for their input and the Library Board and Staff are recommending approval. Anderson said that Evan Shaw from InVision Planning was available to answer any questions on the design. Mayor Mikkelsen stated that he was very appreciative of the efforts of everyone to bring this together and that he looked forward to the project getting underway. Council Member Gisch asked about the time line for this project.

Anderson said they are expecting to put the project out to bid this fall, with construction following in the spring. Anderson said allowing for flexibility for the start of construction could minimize the additional

costs that typically come up with winter construction. Development Services Director Alex Pfaltzgraff said the construction should be expected to take 12 to 14 months for completion and late spring, early summer 2023 would be a reasonable time frame.

Motion by Borcharding, Second by Johansen, to approve a Schematic Design for the Grimes Public Library and Authorizing Final Design Work

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

1. Mayor's Report-None

2. City Staff's Report

Alex Pfaltzgraff offered a quarterly update of permit statistics. Pfaltzgraff said during the first quarter of 2021, January and February had a record for single family permits issued. He said as of March 31, there were 70 single family and 9 commercial projects with over \$40,000,000 in valuation. Pfaltzgraff also informed the Council, one of the priority CIP projects was about to get underway. Pfaltzgraff said that south of Highway 44, the City is preparing for the water main replacement project along Trail Ridge, Little Beaver Drive, and Jacob Street. Pfaltzgraff said notices have been sent out to property owners and surveys and planning was underway.

3. Council Reports

Council Member Gisch said the Materials Recovery Facility (MRF) building project is progressing nicely. Gisch said there has been interest from some groups wishing to contribute to processing and mechanical upgrades for optical sorters and such. Gisch said this could further improve the facility as well as improve the ability to sell the commodities after they have been sorted. Gisch said they are creating some very good partnerships that can be a benefit for the entire Metro area.

ADJOURN

Motion by Altringer, Second by Johansen, to adjourn the meeting at 6:05 P.M.

Roll Call: Ayes: All, Nays: None Motion passes 5 to 0

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of April 13, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Autumn Park West Plat 1 Lot 7.

SYNOPSIS: The owner of 1705 NW 8th Street has requested approval to install a fence within the surface water flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the surface water flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve surface water flowage easement for Autumn Park West Plat 1

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Autumn Park West Plat 1 Lot 7.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SURFACE WATER
FLOWAGE EASEMENT FOR
LOT 7 IN AUTUMN PARK WEST PLAT 1
1705 NW 8TH STREET

WHEREAS, the owners of Lot 7 in Autumn Park West Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within surface water flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within surface water flowage easement.

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

That the Consent and Agreement for Improvements within surface water flowage easement ("Consent and Agreement") regarding Lot 7, Autumn Park West Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Kyle and Megan Korte, a married couple, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 7 of Autumn Park West Plat 1 (1705 NW 8th Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain surface water flowage easement, dated September 11, 2018 recorded on November 30, 2018, in Book 17164, Page 765, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 7 day of April, 2021

PROPERTY OWNERS



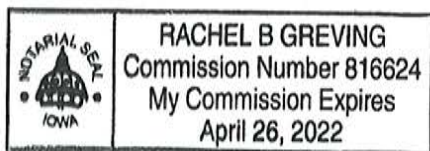
Kyle Korte



Megan Korte

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 7 day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kyle Korte, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.





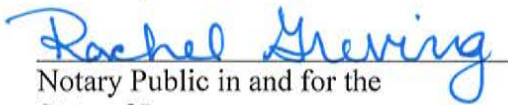
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 7 day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Megan Korte, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.





Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in a surface water flowage easement on Lot 7 of Autumn Park West Plat 1 (1705 NW 8th Street) in accordance to permit number FN-21-06975.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN *LANDSCAPE BUFFER
EASEMENT AND OVERLAND FLOWAGE EASEMENT* FOR
LOT 16 IN *HERITAGE AT GRIMES PLAT 3*
2208 NE PARK DRIVE

WHEREAS, the owners of Lot 16 in *HERITAGE AT GRIMES PLAT 3* in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within *LANDSCAPE BUFFER EASEMENT AND OVERLAND FLOWAGE EASEMENT* to permit the installation of a *BASKETBALL COURT* within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within *LANDSCAPE BUFFER EASEMENT AND OVERLAND FLOWAGE EASEMENT*.

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

That the Consent and Agreement for Improvements within *LANDSCAPE BUFFER EASEMENT AND OVERLAND FLOWAGE EASEMENT* ("*Consent and Agreement*") regarding Lot 16, *HERITAGE AT GRIMES PLAT 3*, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the *POLK* County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Chase and Brittany Brown, a married couple, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 16 of Heritage at Grimes Plat 3 (2208 NE Park Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain landscape buffer easement, dated June 14, 2016 recorded on September 16, 2016, in Book 16183, Page 235, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated June 14, 2016 recorded on September 16, 2016, in Book 16183, Page 250, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
4. **IMPROVEMENTS.** The Property Owners desire to install a basketball court on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

5. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.
6. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
7. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
8. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
9. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
10. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners

have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 19 day of April, 2021

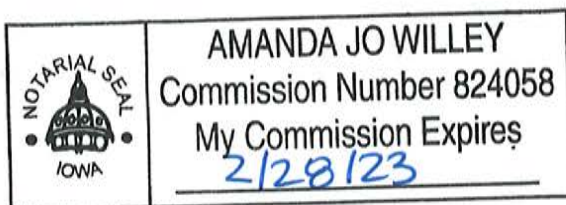
PROPERTY OWNERS


Chase Brown


Brittany Brown

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 19 day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chase Brown, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

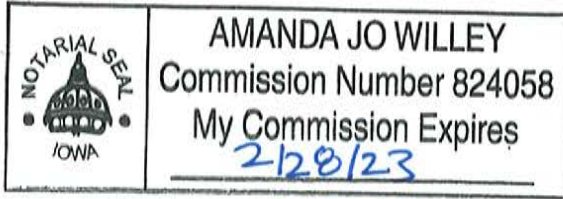


Amanda Willey
Notary Public in and for the
State of Iowa

My Commission expires 2/28/23

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 19 day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brittany Brown, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.



Amanda Willey

Notary Public in and for the
State of Iowa

My Commission expires 2/28/23

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

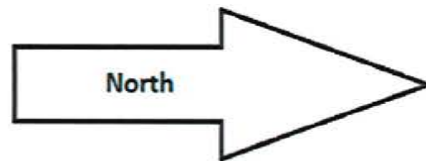
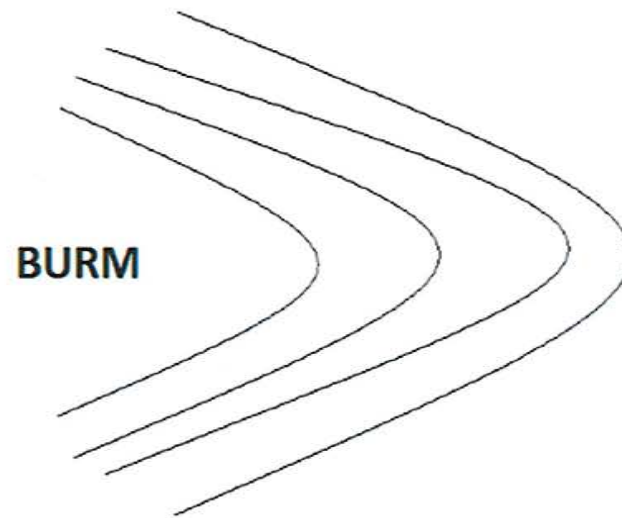
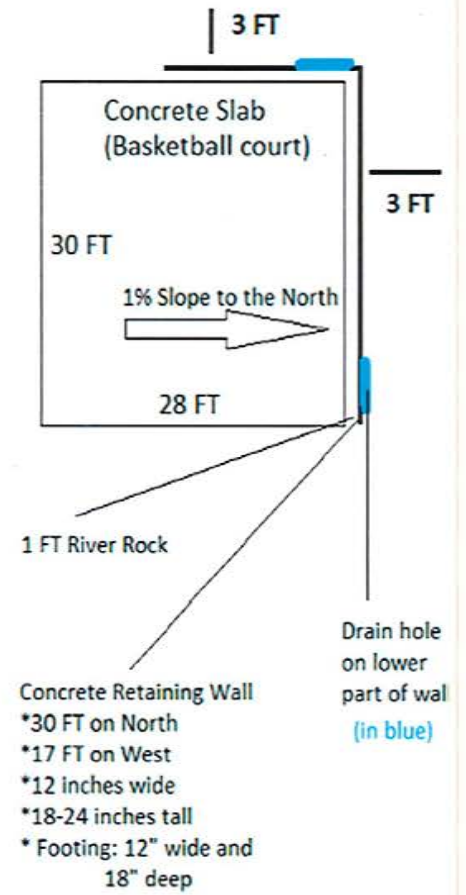
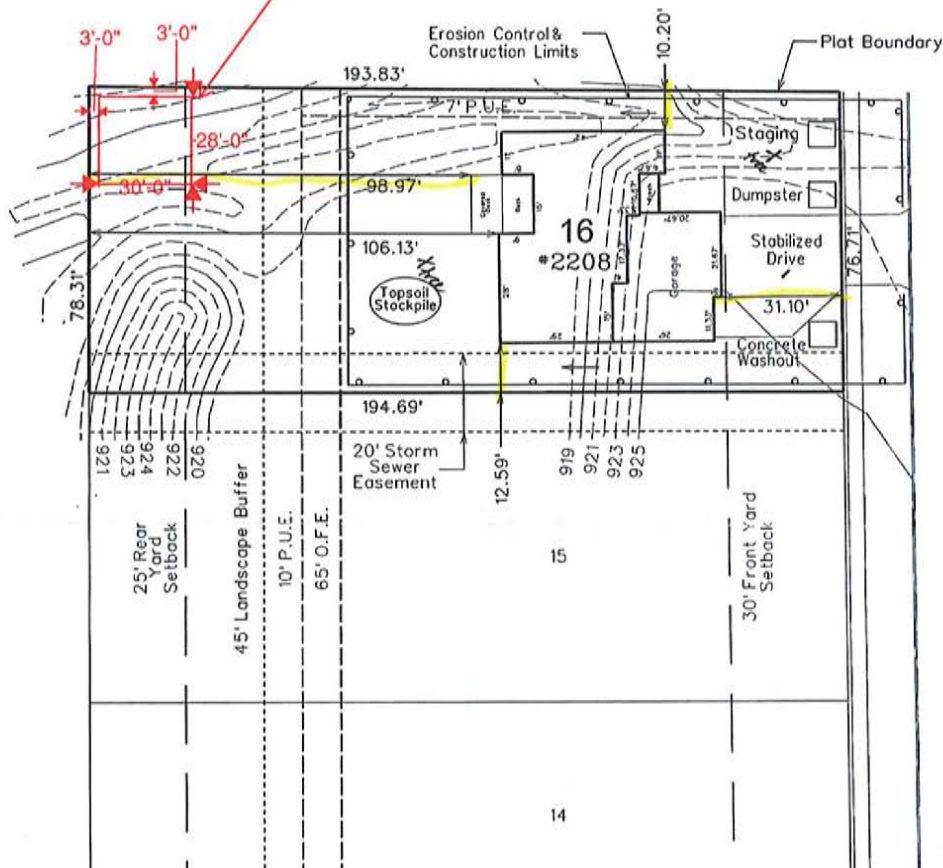


EXHIBIT A



NE PARK DR

Proposed Basketball Court with concrete retaining wall along the north and west portion.



1. BUILDING DIMENSIONS SHOWN ON THIS DRAWING ARE TO THE FACE OF FOUNDATION.
2. BUILDER SHOULD BE ADVISED MINIMUM ELEVATION REQUIREMENTS MAY BE APPLICABLE TO THIS PROPERTY.
3. KNOWN EASEMENTS ARE SHOWN, HOWEVER THERE MAY BE UNRECORDED EASEMENTS AND/OR EASEMENTS CREATED AFTER THE ORIGINAL DEVELOPMENT THAT MAY AFFECT THE PROPERTY.
4. DISTURBED LOT AREA WILL BE STABILIZED WITH 100% SOD.
5. EXISTING CONTOURS SHOWN ARE FROM CONSTRUCTION DRAWINGS.



TECH/PM: RSN/GAC

GRIMES RESOLUTION 04-2421

**RESOLUTION APPROVING QUOTES AND BILLS OVER \$10,000
ACCORDING TO THE GRIMES PURCHASING AND PROCUREMENT
POLICY**

WHEREAS, the City of Grimes has adopted a Purchasing and Procurement Policy

WHEREAS, the Purchasing and Procurement Policy provides that purchases or payments over \$10,000 have City Council approval.

WHEREAS, any items and/or service with a value of between \$1,000 and \$10,000 require up to three (3) quotations unless the item or service obtained or provided cannot be obtained. Products offered under government purchasing consortium do not require (3) quotes.

WHEREAS, the Finance Director will ensure that, for accounting purposes, necessary records are kept and made available for reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the following items attached as Exhibit A be approved for purchase or payment.

PASSED AND APPROVED THIS 27th day of April 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



10746 Cedar Ridge Ct. Peosta, IA 52068 - Brad: 563-451-9584

PROPOSAL NO.

#5634519584

DATE:

March 18, 2021

Grimes Iowa
Nick Deardorff
ndeardorff@uswatercorp.net

City of Grimes Iowa
Drying Bed #3 Cleanout

WE HEREBY PURPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

We the undersigned hereby propose to furnish all labor, materials, tools, equipment and services required for disposal of Sludge from City of Grimes drying bed #3

- Sludge removed from drying bed #3
- Wulfekuhle will be responsible for locating suitable Application sites for sludge.
- Material applied to the soil in accordance with the IDNR and all EPA applicable regulatory standards and requirements.
- Cell 3 - \$40,000.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK, AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF PROPOSAL VALID FOR 30 DAYS.

WITH PAYMENTS TO BE MADE AS FOLLOWS: 30 DAYS NET

RESPECTFULLY SUBMITTED _____

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE _____

DATE _____

SIGNATURE _____



101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of 04/27/2021

AGENDA HEADING: Material (Flexamat) Purchase for NE Edgewood Erosion Control Project

SYNOPSIS:

The Public Works Department is requesting the purchase of erosion control material called Flexamat for the project on NE Edgewood Dr. This project is a drainage swale improvement project that is constantly eroding and causing issues for residents in that area. The Flexamat will provide stabilization needed to keep the swale intact during times of heavy rain.

FISCAL IMPACT:

<u>PROJECT MATERIAL BUDGET</u>		<u>SOURCES OF FUNDS</u>	
Flexamat Material	\$10,867.90	FY21 Operational Funds	\$13,367.90
Freight	\$ 2,500.00		
TOTAL	\$13,367.90	TOTAL	\$13,367.90

PREVIOUS COUNCIL ACTION(S):

Approved PSA with Nilles Associate, Inc. to consult with the project.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Flexamat purchase from Quick Supply Company as they were the lowest bid.



Main Office
Des Moines, IA
(515)289-1271
6620 NW Toni Dr.
Des Moines, IA 50313

Quotation

Quote No.: **QSC100658**
Date: 4/16/2021
Expire Date: 5/16/2021
Bid Date: 4/16/2021
Prepared By: John Parenza 5152506079

Job Name: City of Grimes-Flexamat Quote

Customer: City Of Grimes 101 NE Harvey St. Grimes, IA 50111		Delivery Location: City of Grimes 101 NE Harvey St. Grimes, IA 50111 Dave Guthrie 5159863036	
FOB POINT	TERMS	Quote Prepared For:	
	NET 30 DAYS with approved Credit		

We are pleased to quote the following products:

Line Item/Note	ITEM	QTY.	UOM	PRICE	EXT PRICE
	Flexamat-Tied Concrete Block Mat	3,224.00	SF	3.35	10,800.40
NOTE:***Quoted qty includes waste factor for overlaps at seams.					
Roll Sizes: 2 rolls-12'x50' 3 rolls-8'x50' 1 roll- 8'x30' 1 roll-8'x48'					
	Rebar Anchors-18" length	30.00	EACH	2.25	67.50
	Estimated Freight	1.00	EACH	2,500.00	2,500.00

****Note: Pricing includes on site installation assistance.

Accepted By: _____

Date: _____

Thank You for the Opportunity!

Sales Total:	13,367.90
Freight (Per Delivery):	0.00
Tax Total:	0.00
Total (USD):	13,367.90

Quick Supply Quotation Terms and Conditions:

Fuel surcharges may apply. Terms: Net 30 days upon credit approval. Prices good for orders placed within 30 days of issue. No tax included in pricing. Quantities are approximate only, contractor to confirm. Products quoted are sold in full roll sizes only.

Geosynthetics | Erosion and Sediment Control | Stormwater | Hardscapes

Invoice

REC'D APR 19 2021

Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0793385-IN

INVOICE DATE: 4/15/2021

ORDER NUMBER: 0089329

ORDER DATE: 4/13/2021

SHIP DATE: 4/13/2021

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER: Joe Davis

CUSTOMER P.O. 1998	JOB NAME Meter Stock / Inventory	SHIP VIA KENT			TERMS NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
I2S5GMXX 3/4S 100G IPERL MTR SM 25' 3WI	EACH	32.00	32.00	0.00	130.000	4,160.00
I4S5GBXX 1" IPERL 1GAL MTR SM 25' 3W	EACH	18.00	18.00	0.00	202.000	3,636.00
REPROGRAMMED TO 100 GAL C21XXXXG1GAXX 2" C2 OMNI COMP MTR 1000G 17"L	EACH	1.00	1.00	0.00	1,589.000	1,589.00
S/N 88488451 ID 91728227 M510MF13W3WMI DUAL PORT WIRED SMART POINT	EACH	135.00	135.00	0.00	171.000	23,085.00
WEB LID WEB LID	EACH	12.00	12.00	0.00	5.500	66.00
5601-L 1" 2 HOLE CURB BOX LID	EACH	6.00	6.00	0.00	8.250	49.50

ORDER# 89329

**A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.**

Net Invoice: 32,585.50

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 32,585.50

General Traffic Controls, Inc.
 2915 11th Ave SW
 PO Box 1000
 Spencer, IA 51301
 Phone # (712) 262-1521

Invoice

Date	Invoice #
4/15/2021	21002

Bill To
City of Grimes 101 NE Harvey St Grimes, IA 50111

Ship To
City of Grimes Public Works 1700 SE Destination Drive Grimes, IA 50111

Terms	Rep	S.O. No.	P.O. No.	FOB	Ship Via
Net 30	ASB	07338	28293	Destination	Best Way

Item	Description	Ordered	Invoiced	Price	Amount
GS-3-SMK	Vehicle Detection System Hwy 44 & Brookside Dr Grimes, IA	1	1	19,562.00	19,562.00
GS-3-SMA	GRIDSMART Video Detection; SMK Fisheye Camera w/ Mounting, Processor, Training. Advanced Camera; SMARTMOUNT	2	2	3,265.00	6,530.00
334-210-6490					

Thank you for your business!

Terms are Net 30 days from date of invoice. An interest charge of 1 1/2%, as permitted by law, may be assessed on accounts unpaid after 30 days.

Remit To:

General Traffic Controls, Inc
 PO Box 1000
 Spencer, IA 51301

Subtotal	\$26,092.00
Sales Tax (7.0%)	\$0.00
Total	\$26,092.00
Payments/Credits	\$0.00
Balance Due	\$26,092.00



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

April 21, 2021

City of Grimes, Iowa
Grimes City Hall
P. O. Box 457
Grimes, IA 50111

Invoice: 274740
Client: 176170
Matter: 0101
Billing Attorney: TTH

INVOICE SUMMARY

For Professional Services Rendered through March 31, 2021

RE: City Of Grimes - General

Total Professional Services	\$ 14,130.00
Total Costs	<u> \$.00 </u>
TOTAL CURRENT INVOICE	\$ 14,130.00



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

April 21, 2021

City of Grimes, Iowa
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

Invoice: 274742
Client: 176170
Matter: 0878
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through March 31, 2021

RE: Norfolk Southern Railway Company-Condemnation

Total Professional Services	\$ 1,170.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 1,170.00



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

April 21, 2021

City of Grimes, Iowa
101 N. Harvey St.
Grimes, IA 50111

Invoice: 274743
Client: 176170
Matter: 0882
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through March 31, 2021

RE: WRA Sewer Project-Sewer Project

Total Professional Services	\$ 2,587.50
Total Costs	<u>\$ 320.79</u>
TOTAL CURRENT INVOICE	\$ 2,908.29

CHANGE ORDER WITH REGARD TO LAWN CARE SERVICES CONTRACT

The City of Grimes (City) and Total Quality, Inc. (Contractor) agree to the following change order with regard to the lawn care service contract that was entered into by the parties on April 25, 2019. The "Services" portion of the contract provides that change orders may be agreed to by the parties with regard to the scope of services to be provided, and the consideration to be paid. The parties are agreeing to this change orders pursuant to that provision.

Change Order No. 1:

- a. Term – The term of the change order will be from July 1, 2021 through June 30, 2022.
- b. Scope of Services - The Contractor will provide mowing services on twenty-four (24) occasions and chemical and fertilization spraying on two (2) occasions to the following City park properties:
 - (1). S. James St. Right of Way (R.O.W.) (S. Sports – Meredith Urbandale City Limits) – 25.99 acres;
 - (2). Walmart Area (1st St. / Hwy 141-Edgewood / 107th St. / NE & SE Destination Dr.) – Median Only – 4.64 acres;
 - (3). Island @ 37th & 100th St. (Johnston-Grimes City Limits) – 1.39 acres;
 - (4). SE 11th R.O.W. (E. & W. of 141) – 4.54 acres;
 - (5). SE 19th R.O.W. (E. & W. of 141) – 8.53 acres;
 - (6). Autumn Park Islands – NW & SW Brookside Dr. – 3.04 acres;
 - (7). Sunny Hill Cemetery (6th St.) – 6.61 acres;
 - (8). Meadows Cemetery (Hwy 44) – 0.75 acres; and
 - (9). Beaverbrooke Blvd. (R.O.W. & Islands) Sunset In-141 – 10.80 acres.
- c. Consideration – The Contractor will be paid \$42.00 per acre for the twenty-four (24) times that the 66.29 acres are mowed, for a total amount of \$66,820.32. The Contractor will be paid \$90.00 per acre for the two times that the 66.29 acres are sprayed, for a total of \$11,932.20. The parties have

x



agreed that the total compensation of \$78,752.52 will be made in the form of 12 equal monthly payments, and shall be made to the Contractor by the 10th day of each month in the amount of \$6,562.71 through the term of this change order stated in Section 1(a).

This Change Order Agreement contains all the terms of the parties' Change Orders regarding the terms of the Lawn Care Services Contract of April 15, 2019, and the undersigned have authority to execute this Change Order on behalf of their respective parties.

Dated this 1 day of April, 2021.

GRIMES MAYOR

By: _____
Scott Mikkelsen

Attest:

By: _____
Rochelle Williams, Grimes City Clerk

TOTAL QUALITY, INC.

By: Charlie B. Husak
Charlie Husak

Print name: Charles B. Husak

Title: President / Owner

RESOLUTION APPROVING TEMPORARY OCCUPANCY PERMIT AGREEMENT FORM
AND AUTHORITY TO ISSUE

Grimes Resolution No. 04-_____

WHEREAS, the City of Grimes (Grimes) may, on occasion, grant temporary occupancy to a nearly complete construction project that is in compliance with Grimes uniform building and safety codes for safe human occupation, but may have a few remaining required items to satisfy issuance of a permanent occupancy permit by city staff; and

WHEREAS, the attached Grimes Agreement to Complete allows for a temporary occupancy permit to be issued under terms for completion of the building permit satisfactory to Grimes; and

WHEREAS, it is in the best interest of Grimes to provide that city building officials be empowered to sign these Grimes Agreements to Complete under terms satisfactory to the Grimes City Council; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that attached Grimes Agreement to Complete form be approved for use by the Grimes Building Officials, and that Grimes Building Officials are authorized to sign the Grimes Agreement to Complete on behalf of Grimes within the authorization of this Resolution.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___ to ___ this 27th day of April, 2021, and approved this 27th day of April, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



410 SE Main Street, Suite 102 Grimes, Iowa 50111 Phone 515.986.4050 Fax 505.986.4480

AGREEMENT TO COMPLETE SITE IMPROVEMENTS

THIS AGREEMENT made and entered into this ____ day of _____, 202__, by and between _____ ("Owner") and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a building permit for the construction of a _____ on Lot ____ of _____, an Official Plat, Grimes, _____ County, Iowa (the "Site"); and

WHEREAS, certain site improvements have not yet been completed by Owner to the satisfaction of Grimes, and these unfinished site improvements do not include those Grimes building requirements that provide for the safe occupation of any structure on the property; and

WHEREAS, Owner is desirous of installing such site improvements in accordance with the site plan and the regulations and requirements of Grimes, but is desirous of having a temporary certificate of occupancy issued prior to completion of said improvements subject to terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Grimes granting a temporary Certificate of Occupancy for the site and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. Owner shall complete the installation of _____ (the "Improvements"). All work shall be performed in accordance with Grimes specifications and shall be completed on or before _____.

2. Owner, in order to secure the full and timely completion of the Improvements referred to in paragraph 1 above, hereby provides evidence of an escrow account that has been established to complete the Improvements or as an alternative, delivers unto Grimes a - _____ in the amount of \$_____, which may be drawn upon by Grimes, in order to complete the Improvements, in the event of a breach of this agreement by Owner.

3. Owner hereby agrees that Grimes shall not issue a permanent certificate of occupancy until the Improvements have been completed as set forth in this Agreement. Further, if the Improvements are not completed as set forth in the Agreement, the temporary certificate of occupancy may be withdrawn, and if withdrawn, the owner agrees to no longer occupy the property until the Improvements are completed and a permanent certificate of occupancy is issued.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year above-written.

OWNER:

By: _____
Printed Name: _____
Title: _____

CITY OF GRIMES, IOWA

By: _____
Steve Tibbles, Deputy Building Official
Representative

GRIMES RESOLUTION 04-2621

RESOLUTION REGARDING UNCOLLECTABLE UTILITY DEBT

WHEREAS, the City of Grimes uses several methods to collect past due utility accounts, and has a good collection record, and

WHEREAS, overdue utility accounts in excess of \$50.00, may be submitted to the Iowa Income Offset Program for collection as long as Grimes has a Social Security Number for the delinquent account holder, and

WHEREAS, overdue utility accounts where Social Security Numbers have not been provided or are under \$50.00 are not eligible for collection by the Iowa Income Offset Program, and some delinquent accounts are too small for collection efforts that will not exceed to the costs to Grimes, and

WHEREAS, after multiple attempts and for the reasons previously listed, the utility accounts listed on the attached spreadsheet should be considered uncollectable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the City Finance Officer is authorize the write off of uncollectable utility accounts in the amount of \$563.31 (listed on attached Exhibit A) and remove them from the City's accounting system as outstanding delinquent utility charges.

PASSED AND APPROVED THIS 27th day of April 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Write Offs

	Acct #	Amount	COMMENT	SSI # Y/N	Property Owner
1	108030007	\$16.14	Amount too small for offset.	Yes	No
2	108070001	\$56.83	Sold by sheriff's sale on 3/10/20.	No	No
3	109180008	\$60.80		No	No
4	121540003	\$19.06	Amount too small for offset.	Yes	No
5	129810001	\$84.93	Commerical property. Per landlord, business closed and the owner of it might be filing for bankruptcy.	No	No
6	133320508	\$3.53	Amount too small for offset.	No	No
7	200770005	\$31.84	Amount too small for offset.	No	No
8	201660008	\$107.63		No	NO
9	201700007	\$32.49	Amount too small for offset.	Yes	No
10	201750005	\$3.50	Amount too small for offset.	Yes	No
11	201860009	\$42.35	Amount too small for offset.	No	No
12	201960009	\$10.49	Amount too small for offset.	Yes	No
13	201995006	\$39.73	Pamela's SSN. Amount too small for offset.	Yes	No
14	202100006	\$36.22	Amount too small for offset.	No	No
15	202100007	\$6.56	Amount too small for offset.	Yes	No
16	202160010	\$9.84	Amount too small for offset.	Yes	No
17	203660001	\$1.37	Amount too small for offset.	No	No
18					
19					
		\$563.31			

RESOLUTION NO. 04-0 21

**RESOLUTION APPROVING CITY OF GRIMES' POLICY TO
RETAIN OVERPAYMENTS RECEIVED**

WHEREAS, the City of Grimes does, on occasion, receive overpayments on utility accounts or programs; and

WHEREAS, the Utility department credits overpayments to existing accounts in the account holder's name whenever possible; and

WHEREAS, on rare occasions, the City receives an overpayment that can't be credited to an existing account; and,

WHEREAS, the City will refund the overpayment if contacted, but there has not been any such request from the payer for a refund of the overpayment within the last 180 days; and

WHEREAS, the amount of the overpayment is \$5.00 or less; and

WHEREAS, the Finance department has determined the amount of cost to the City of staff time to locate a current address for the payee, prepare a check, enter the data in City records, and address and pay postage for the mail is far in excess of any refund \$5.00 or less; and;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa that the City will now retain any overpayments made to the City of \$5.00 or less which can't be credited to an existing account, unless the payer requested a refund within 180 days of the City's receipt of overpayment.

Passed and adopted this 27th day of April, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of 04/27/21

AGENDA HEADING:

Amended Agreement for Professional Services with Invision Architecture.

SYNOPSIS:

The City previously entered into an agreement with Invision for the design of a new public library. On May 10, 2020, the City Administrator suspended the agreement with Invision due to the financial uncertainty created by the coronavirus pandemic. The amended contract adjusts the original scope by primarily updating the dates and duration of the agreement, and modifies the contract payments to reflect changes to the scope of the project.

FISCAL IMPACT:

\$600,230 with reimbursables not to exceed \$20,000.

PREVIOUS COUNCIL ACTION(S):

On October 22, 2019, Grimes City Council approved the PSA agreement with Invision Architecture, LTD for architecture and interior Design of the new Grimes Public Library.

BOARD/COMMISSION ACTION(S):

On April 20, 2021 the Library Board of Trustees voted unanimously to approve and forward to the City Council a recommendation for approval of the amended PSA agreement with Invision Architecture, LTD for Architecture and Interior Design of the New Grimes Public Library.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

GRIMES RESOLUTION NO. 04-2821

RESOLUTION APPROVING AN AMENDED PROFESSIONAL
SERVICES AGREEMENT WITH INVISON ARCHITECTURE,
LTD FOR ARCHITECTURE AND INTERIOR DESIGN FOR
THE NEW GRIMES PUBLIC LIBRARY

WHEREAS, On May 10, 2020, the City Administrator suspended the professional services agreement for architecture and interior design services for the new Grimes Public Library due to financial uncertainties related to the coronavirus pandemic; and

WHEREAS, the City Council has made a funding commitment and the dates, scope, and duration of the project has been amended to fit within the proposed budget; and the new timeline; and

WHEREAS, the City Attorney reviewed and the Library Board of Trustees has recommended approval of the attached amended agreement.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRIMES IN THE STATE OF IOWA THAT:

Section 1. The amended professional services agreement for architecture and interior design attached hereto as "Exhibit A" is hereby approved.

Section 2. The Mayor is hereby authorized to execute the amended agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 27th day of April, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



AIA[®] Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 13 day of April in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Grimes Public Library
200 N James St
Grimes, IA 50111

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

INVISION Architecture, LTD
303 Watson Powell Jr Way Suite 101
Des Moines, IA 50309

for the following Project:
(Name, location and detailed description)

Grimes Public Library

Architecture and Interior Design of a new 2 story 22,300 square foot Library. This includes spaces for collections, youth services, public service desk, staff and building support and parking lot for approximately 70 vehicles. Goals for the project includes a Geothermal System with a learning display if budget permits.

Location is to be at Heritage at Grimes Plat at the SE corner of North St James Street and NW Beaverbrooke Blvd in Grimes, Iowa

Consultants retained under Basic Services include:

- Civil Engineering and Landscape Design
- Structural Engineering
- Mechanical, Electrical and Plumbing Engineering

Supplemental Services included:

- Furniture Selection and Bid Package
- Signage Design
- A/V and Technology Design
- Security Design
- Energy rebate submission assistance
- 3rd party review of the cost of the work referenced under 3.2.6 and 3.3.2
- Record Drawings will be provided, based on Contractor plan markups. Updated documents are to be delivered in electronic form
- Facility Support with the training and review of O&M Manuals with the Owner, Contractor and design team

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Building Program dated May 24, 2018 for the Grimes Library was 36,836 sf. This program will be used as a reference, but will be revised with the Owner to reflect the reduced building area of 22,300 sf.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Construction Budget is \$ 6,500,000 which includes a construction contingency of \$390,000. The Owner also has an additional contingency of \$400,000 that can be used by the Owners discretion through design and construction phases.

Init.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design development completed approximately May 1, 2021. Construction documents completed approximately August 24, 2021. Bidding completed approximately October 5, 2021.

.2 Construction commencement date:

Construction commencement approximately October 12, 2021

.3 Substantial Completion date or dates:

Construction completed approximately December 2022

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Cheryl Heid, Director
Grimes Public Library

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

The Owner will not retain the services of the Civil Engineer. This is provided by the Architect as outlined in the above scope of services article 3.1 revised below

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Eric Ritland
INVISION Architecture, LTD
303 Watson Powell Jr Way Suite 101
Des Moines, IA 50309

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

IMEG
2882 106th Street
Des Moines, IA

.2 Mechanical Engineer:

IMEG
2882 106th Street
Des Moines, IA

.3 Electrical Engineer:

IMEG
2882 106th Street
Des Moines, IA

.4 Civil Engineer
Bishop Engineering
3501 104th Street
Des Moines, IA

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and four million (\$ 4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals~~; (2) confirming responsiveness of ~~bids or proposals~~; bids; (3) determining the successful bid ~~or proposal~~, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1—facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2—organizing and participating in selection interviews with prospective contractors;
- .3—preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Refer to Article 1.1.1</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3 Measured drawings	<u>Not provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8 Civil engineering	<u>Provided, see project description on page 1</u>
§ 4.1.1.9 Landscape design	<u>Provided, see project description on page 1</u>
§ 4.1.1.10 Architectural interior design	<u>Not provided</u>
§ 4.1.1.11 Value analysis	<u>Not provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Not provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Provided, see project description on page 1</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Provided, see project description on page 1</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23 Commissioning	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings	<u>Provided, see project description on page 1</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See project description on page 1

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly () visits to the site by the Architect during ~~construction~~ construction.
 - .1 Monthly visits to the site by the Architects' Consultants when their discipline is active during construction.
 - .2 Written reports will be provided following each visit.
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5

4.2.5 If the building construction begins in the Fall of 2021 and the services covered by this Agreement have not been completed within (twenty)(20) months of the date of this Agreement through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. If the building construction begins in the Spring of 2022 and the services covered by this Agreement have not been completed within (—)(twenty-six)(26) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment,

donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

1. Systems and components of the estimate are to be separated so these costs can be tracked and updated all the way through.



The bid form will be formatted similar to the estimates to track costs after bidding.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

Init.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Lump Sum fee of \$600,230
Reimbursable Expenses to Not Exceed at \$20,000

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

Hourly fees calculated for Building Scope Reduction Analysis. These fees will be no more than \$10,000.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Stipulated Sum above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Fees will be negotiated based on the type of additional service requested. Fee structure will be determined based on the scope of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (%), 10%, or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Reimbursable Expenses To not Exceed	<u>\$20,000</u>			
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are included in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized~~ Authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated~~ Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%) of the expenses incurred consultants.~~ This is estimated at \$20,000 and included in the Stipulated Sum stated in 11.1.1 above.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1. If construction administration services are not completed by January 1, 2023 as outlined in Article 4.2.5, services will be billed on an hourly basis until project completion.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™—2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Billing Rates

Exhibit B – Certificate of Insurance for General Liability

Exhibit C – Certificate of Insurance for Professional Liability

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Eric Ritland, AIA, EDAC, Partner

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Eric Ritland, AIA, EDAC, Partner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:01:46 ET on 04/22/2021 under Order No. 1334751454 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)

Partner

(Title)

April 22, 2021

(Dated)

SCHEDULE OF HOURLY RATES

HOURLY RATE SCHEDULE 2020-2021

PARTNER	\$275
PRINCIPAL	\$180
PROJECT MANAGER	\$80 - \$160
SENIOR ARCHITECT	\$120 - \$160
ARCHITECT	\$90 - \$160
INTERN ARCHITECT	\$65 - \$95
STUDENT INTERN	\$55
INTERIOR DESIGNER	\$80 - \$120
MEDICAL PLANNER	\$140 - \$180
EDUCATION PLANNER	\$120 - \$160
STANDARDS AND MODEL CONTENT MANAGER	\$95 - \$130
SPECIFICATION WRITER	\$110 - \$150
GRAPHIC DESIGNER	\$105 - \$125
DRAFTSPERSON	\$70 - \$110
ADMINISTRATIVE	\$55 - \$170

Services provided on an hourly basis shall be performed in accordance with the Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and will be adjusted with normal review practices.



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jester Insurance Services 303 Watson Powell Jr Way Suite 300 Des Moines IA 50309		CONTACT NAME: Lisa French PHONE (A/C, No, Ext): (515) 243-2707 FAX (A/C, No): (515) 243-6862 E-MAIL ADDRESS: lfrench@jesterinsurance.com																			
INSURED InVision Architecture Ltd PO Box 1800 Waterloo IA 50704-1800		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Travelers</td><td>NAIC #</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	Travelers	NAIC #	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER A:	Travelers	NAIC #																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES

CERTIFICATE NUMBER: 2021/22 Master COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		680-8P072687-21-47	04/01/2021	04/01/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																			
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																			
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PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		BA-5R14965A-21-47-G	04/01/2021	04/01/2022	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
	BODILY INJURY (Per person)	\$																			
	BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y		CUP-8P079824-21-47	04/01/2021	04/01/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
	EACH OCCURRENCE	\$ 5,000,000																			
	AGGREGATE	\$ 5,000,000																			
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8P072780-21-47-G	04/01/2021	04/01/2022	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
	☒ PER STATUTE ☐ OTH-ER																				
	E.L. EACH ACCIDENT	\$ 1,000,000																			
	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Grimes Library, Grimes, IA; When required by a written contract, to the fullest extent permitted by law, InVision Architecture Ltd shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the owner as an additional insured for claims caused in whole or in part by InVision Architecture's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the owner's insurance policies and shall apply to both ongoing and completed operations.

CERTIFICATE HOLDER

CANCELLATION

City of Grimes 101 NE Harvey Grimes IA 50111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit C

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Paula Dixon PHONE (A/C, No, Ext): 800-527-9049 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED InVision Architecture, Ltd. PO Box 1800 Waterloo, IA 50704-1800		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 37885

COVERAGES**CERTIFICATE NUMBER:** 62000866**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			DPR9960215	06/01/20	06/01/21	Per Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Grimes Library, Grimes, IA

CERTIFICATE HOLDER**CANCELLATION**

City of Grimes 101 NE Harvey Grimes, IA 50111 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula Dixon</i>
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*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of April 27, 2021

AGENDA HEADING: Kennybrook South Basin Improvements – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the Kennybrook South Basin Improvements project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on April 27th, hold the bid opening on May 19th @ 10:30 AM, hold the public hearing on May 25th @ 5:30 PM and award the project following the public hearing.

This project includes the construction of an engineered wetland within the existing footprint of the Kennybrook South Basin and construction of interactive features such as interpretive signage and a pedestrian boardwalk. The project includes substantial completion within 40 working days with liquidated damages of \$500/day for noncompliance.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$396,500. This project is included in the 2021 Capital Improvements Plan for construction this year. There is approximately \$250,000 in Water Quality Initiative and State Revolving Fund grants that will help pay for eligible construction costs associated with this project.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with Nilles Associates for engineering design services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of May 19th @ 10:30 AM and public hearing date of May 25th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE KENNYBROOK SOUTH BASIN IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ 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 04-4321

**RESOLUTION ORDERING CONSTRUCTION OF THE KENNYBROOK
SOUTH BASIN IMPROVEMENTS, AND FIXING A DATE FOR HEARING
THEREON AND TAKING OF BIDS THEREFOR**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Kennybrook South Basin Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Kennybrook South Basin Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The Kennybrook South Basin Improvements project includes construction of an engineered wetland within the existing footprint of the Kennybrook South Basin and construction of interactive features such as interpretive signage and a pedestrian boardwalk. The project also consists of earthwork, PCC sidewalk pavement, storm sewer and other associated work generally located to the north, east, and south of the Kennybrook South Basin.

The construction improvements include topsoil stockpile, topsoil respreads, storm sewer removal, storm sewer installation, storm structure modifications, earthwork excavation, wetland micro-grading, turf reinforcement mats, armor mat, and PCC sidewalk removal/paving. Additional construction improvements include the construction of a pedestrian boardwalk and installation of interpretive signs. Other associated improvements include, miscellaneous removals, temporary erosion and sediment controls, surface restoration, required testing, and miscellaneous associated work.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to May 19, 2021, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on May 25, 2021, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on May 25, 2021.

PASSED AND APPROVED this 27th day of April, 2021.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Kennybrook South Basin Improvements CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **Kennybrook South Basin Improvements** project at its meeting at **5:30 P.M. on the 25th day of May, 2021**, in the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in said City Council Chambers on the **19th day of May, 2021**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 19th day of May, 2021**, in said City Council Chambers. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 25th day of May, 2021**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than May 26, 2021 and no later than June 14, 2021**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in June 2021.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov/OurCommunity under "Project Bid Information" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Nilles Associates, Inc., 1250 SW State Street, Suite A, Ankeny, Iowa 50023, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-965-0123 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

KENNYBROOK SOUTH BASIN IMPROVEMENTS

The Kennybrook South Basin Improvements project includes construction of an engineered wetland within the existing footprint of the Kennybrook South Basin and construction of interactive features such as interpretive signage and a pedestrian boardwalk. The project also consists of earthwork, PCC sidewalk pavement, storm sewer and other associated work generally located to the north, east, and south of the Kennybrook South Basin.

The construction improvements include topsoil stockpile, topsoil respreads, storm sewer removal, storm sewer installation, storm structure modifications, earthwork excavation, wetland micro-grading, turf reinforcement mats, armor mat, and PCC sidewalk removal/paving. Additional construction improvements include the construction of a pedestrian boardwalk and installation of interpretive signs. Other associated improvements include, miscellaneous removals, temporary erosion and sediment controls, surface restoration, required testing, and miscellaneous associated work.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **forty (40) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new trails and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project within **ten (10) working days** after the substantial completion date. Fully complete shall be defined as all surface restoration completed and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Two Hundred Fifty Dollars (\$250.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **27th day of April, 2021.**

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **30th day of April, 2021.**

Published in a newspaper with local circulation the **6th day of May, 2021.**

Council Meeting: 4.27.21

ABD License Renewal:

Grimes Area Chamber of Commerce- 404 SE 2nd Street- Class C; June 10-12, 2021.

Spirits 109 E. 1st Street- Class E, B & C & Sunday- 05/04/2021

beverages sold)
GRIMES AREA CHAMBER OF COMMERCE

Indicate how the business will be operated	* (required) Federal Employer ID #
Nonprofit entity which has a principal office in the State	42-1445531

* (required) Business Number of Secretary of State	Tentative Expiration Date
187790	

Premises Information

Address of Premises:

Address or location

200 North James Street Governors District,Grimes,Iowa,Polk

Search by a location name or address to automatically populate the address fields below (optional)

* (required) Premises Street	Premises Suite/Apt Number
200 North James Street Governors District	

* (required) Premises City	Premises State
Grimes	Iowa

* (required) Premises Zip/Postal Code	Premises County
50111	Polk

* (required)Local Authority

City of Grimes

There is a known issue happening to some users when trying to upload documents.
We are aware of this issue and are working to resolve it as soon as possible.

Control of Premises

(required) Control of Premises Other

Other

Public Venue, event being held by
permission of City of Grimes

Is the capacity of your establishment over 200?

Are other liquor, wine or beer businesses accessible from the interior of your premises?

☒ Yes License or Permit Type

No

☒ Privileges / Sub-Permits

Equipped with tables and seats to accommodate a minimum of 25?

* (required) # of Floors:

0

Yes Premises

☒ Ownership

of Bathrooms:

Premises Type

☒ 2+ Criminal History / Violations

Book Store

☒ Dramshop Verification

Does your premises conform to all local and state health, fire and building laws and regulation?

☒ Yes Document Upload

Local Authority

Contact Information

☒ Review
* (required) Contact Name

Brian Buethe

* (required) Business Phone

(515) 986-5770

Attestation / Endorsement

* (required) Email Address

brianb@grimesiowa.com

* (required) Phone

(515) 986-5770

☐ Same as Premises Address

Mailing Address:

Address or location

404 Southeast 2nd Street Governors District, Grimes, Iowa, Polk

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

Mailing Suite/Apt Number **CHAT WITH AN EXPERT**

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1618951371080>

Agencies <https://directory.iowa.gov/?ia_slv=1618951371080>

Social <https://directory.iowa.gov/social/Index?ia_slv=1618951371080>

Public Database

<https://www.iowa.gov/search/google?ia_slv=1618951371080> [Exit \(/\)](#)

[Back](#)

License Application (LE0002891)

Applicant

Name of Applicant :

Name of Business(DBA) : Spirits Liquor

Address of Premises : 109 E 1st street #B

City : Grimes

County :

Zip : 50111

Business : (515) 986-7373

Mailing Address: 109 E 1st street #B

City : Grimes

State : Iowa

Zip : 50111

Contact Person

Name : Manish Adhikari

Phone : (515) 305-4707

Email : maatarani1988@gmail.com

CHAT WITH AN EXPERT

License Information

Classification :

Term : 12 Month

Effective Date : 2020-05-04

Expiration Date : 2021-05-03

Privileges :

Status of business

Business Type : Limited Liability Company

Ownership

Manish Adhikari

First Name :

Last Name :

City : Grimes

State : Iowa

Zip : 50111

Position : Owner

% of ownership : 50

U.S. Citizen : Yes

Renuka Adhikari

First Name :

Last Name :

City : Grimes

CHAT WITH AN EXPERT



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of April 27, 2021

AGENDA HEADING: Iowa Department of Transportation Urban-State Traffic Engineering Program – Agreement

SYNOPSIS: The Iowa DOT has a funding source called Urban-State Traffic Engineering Program (U-STEP) which was created to solve traffic operation and safety problems on primary roads in Iowa cities. The City of Grimes is currently working with Snyder & Associates on the design of traffic signals and turn lane improvements at the intersection of Highway 141 southbound ramps & Highway 44. City staff decided to go after some of these funds to help cover the costs associated with the spot improvements at this intersection and filled out the U-STEP application and submitted it to the Iowa DOT. They reviewed our application and approved the funding for up to \$135,000 for this spot improvement. In order for the City of Grimes to receive these funds, the City Council needs to approve the Iowa DOT Agreement for U-STEP Project and return it to the Iowa DOT. The City of Grimes will be required to be the lead agency for this project, provide matching funds for at least 45% of the eligible construction costs and involve the Iowa DOT in the review of the plans & specifications.

FISCAL IMPACT: The City of Grimes could receive up to the maximum funding of \$135,000 for the spot improvements at this intersection, which will be dependent on the percentage of eligible construction costs at the ratio of 55% Iowa DOT and 45% matching city funds. This will help offset the project costs for the Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements. The City of Grimes was also awarded Iowa DOT Traffic Safety Improvement Program funding in the amount of \$127,000, which leaves the remaining estimated cost of \$117,500 to be covered by the city.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No.04-3721

WHEREAS, the City of Grimes (Grimes) was awarded Iowa Department of Transportation (IDOT) Urban-State Traffic Engineering Program (U-STEP) funding for the Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements project; and,

WHEREAS, the IDOT provides U-STEP funds as a cooperative program for safety or operational improvements on primary road extensions and shares eligible construction and right-of-way costs at a ratio of 55% IDOT to 45% local jurisdiction up to a maximum limit;

WHEREAS, IDOT has proposed the attached Agreement that defines the cooperative actions between the IDOT and Grimes for the above-mentioned project;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Agreement with the IDOT on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 27th day of April, 2021, and approved by the Mayor on the 27th day of April, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

April 2008

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP) PROJECT**

City: Grimes

Project No.: UST-141-7(63)--4A-77

Iowa Department of Transportation
Agreement No.: 1-21-USTEP-007

Staff Action No.: 21-0443

This is an agreement between the city of Grimes, (hereinafter called Recipient) and the Iowa Department of Transportation (hereinafter called Department) to enter into an agreement for joint or cooperative action after appropriate action by ordinance, resolution, or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum amount in Department funds of \$200,000 for a "spot improvement" or \$400,000 for a "linear improvement".

A "spot improvement" shall mean a limited improvement project such as intersection reconstruction or signalization; and a "linear improvement" shall mean an improvement project such as street or highway widening or reconstruction which spans two or more intersections.

The Recipient proposes to develop and complete the following described spot improvement project:

For improvements to the southbound ramp and terminal intersection of IA 141 and IA 44. The intersection experiences considerable congestion. The City has proposed the addition of a right turn lane and traffic signals, including ADA-compliant pedestrian accommodation, at this location. A traffic signal warrant analysis indicated that the intersection meets the MUTCD traffic signal warrant criteria. The Iowa DOT Traffic and Safety Bureau concurs with the warrant analysis. Funding for the project includes \$127,000 in approved TSIP funding, \$135,000 in proposed DOT USTEP funding and \$117,536 in city funding. The City proposes the let the project locally in 2021.

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide U-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with project improvements as described above.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the U-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. For the local letting the Department's contact persons shall be the Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the City Engineer.
3. The estimated total of eligible construction cost for this project is \$379,536. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein

by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.

4. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
5. This agreement is not assignable without the prior written consent of the Department.
6. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below:

City: Grimes

By: _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the city of

Grimes, and that _____, who signed said

Agreement for and on behalf of the Recipient was duly authorized to execute the same by

virtue of a formal resolution duly passed and adopted by the Recipient, on the _____ day

of _____, _____.

Signed: _____ Date _____, _____

City Clerk of Grimes, Iowa

IOWA DEPARTMENT OF TRANSPORTATION

Highway Administration

By: _____ Date _____, _____

Tony Gustafson, P.E.
District Engineer
District 1

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
2. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.
3. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
4. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
5. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Office of Right of Way (ROW) to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Office of Right of Way staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient -owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient -owned lands if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
6. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at reasonable times during the Agreement period and for 3 years from the date of the final payment under the Agreement, for inspection by the Department.

7. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
8. For projects let by the Department, the Recipient shall submit to the District an acceptable Project Development Certificate (Form 730002), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) 3.010, Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the District at least 4 weeks prior to advertisement for bids.
9. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit 2 copies of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within 2 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2 year deadline.
12. The Recipient will be responsible for the initial costs of the construction. The Recipient shall prepare and submit to the Department a detailed billing statement of materials, installation, and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will promptly reimburse the Recipient for eligible project costs, less a withholding equal to 5% of the State share of construction costs, taking into account the limitations as stated in the agreement. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
13. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
14. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
15. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.

16. Upon completion of the project, the Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
17. The Recipient shall provide to the Department 3 copies of the "as-built" project plans, within 6 months after the project is built.
18. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
19. The Recipient shall submit a final detailed billing statement to the Department no later than 1 year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the 1 year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the 1 year deadline.
20. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
21. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010: <https://forms.iowadot.gov/FormsMgt/External/260017.pdf>.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Territory Lift Station and Forced Main Project
Contractor: Veenstra & Kimm, Inc.
Address: 3000 Westown Parkway, West Des Moines, IA 50266
Finance Budget Code: 329-815-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 14, 2020 **Vendor #** 2157

Date of Council Meeting: April 27, 2021 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: February 14, 2021 Through: March 20, 2021

Contract Summary

Original Contract Amount:	\$	4,200.00	
Net change by Change Orders:	\$	177,950.00	
Contract Amount to Date: (line 1 ± 2)	\$		182,150.00
Total completed and stored to date:	\$	96,897.40	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		96,897.40
Less previous applications for payment:	\$		92,150.00
SUBTOTAL			\$ 4,747.40

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,747.40

Balance to finish, including retainage: \$ 85,252.60

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 4/7/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 9, 2020	\$ 4,099.95
2	July 14, 2020	\$ 100.05
3	August 11, 2020	\$ 5,264.00
4	September 22, 2020	\$ 2,287.30
5	October 13, 2020	\$ 5,346.00
6	November 10, 2020	\$ 7,088.00
7	December 22, 2020	\$ 4,495.00
8	January 12, 2021	\$ 34,960.60
9	February 9, 2021	\$ 27,401.95
10	March 9, 2021	\$ 1,107.15
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 92,150.00

Record of Change Orders

No.	Date	Amount
1	June 9, 2020	\$ 69,750.00
2	September 22, 2020	\$ 18,200.00
3	2-9-21	\$ 90,000.00
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TOTAL \$ 177,950.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 14, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

STATEMENT OF PROFESSIONAL SERVICES

City of Grimes
Attn: Matt Ahrens
101 NE Harvey
Grimes, IA 50111

March 26, 2021
Project No: 128114
Invoice No: 1

Project Manager H. Veenstra Jr.

Engineering services for Northwest Territory Lift Station and Force Main - Phase 3 - Construction Services:
Professional Services from February 14, 2021 to March 20, 2021

Professional Personnel

	Hours	Rate	Amount
Clerical II	2.00	66.00	132.00
Clerical IV	2.50	50.00	125.00
Engineer X	16.50	78.00	1,287.00
Construction Manager	13.00	175.00	2,275.00
Technician III	11.00	76.00	836.00
Totals	45.00		4,655.00
Total Labor			4,655.00

Unit Billing

Mileage	11.20
Mileage	81.20
Total Units	92.40

Billing Limits

	Current	Prior	To-Date
Total Billings	4,747.40	0.00	4,747.40
Limit			90,000.00
Remaining			85,252.60

Total this Invoice \$4,747.40

Billings to Date

	Current	Prior	Total
Labor	4,655.00	0.00	4,655.00
Unit	92.40	0.00	92.40
Totals	4,747.40	0.00	4,747.40

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Connector
Contractor: Veenstra & Kimm, Inc.
Address: 3000 Westown Parkway, West Des Moines, IA 50266
Finance Budget Code: 328-815-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 26, 2019 **Vendor #** 2157

Date of Council Meeting: April 27, 2021 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: February 14, 2021 Through: March 20, 2021

Contract Summary

Original Contract Amount:	\$	882,000.00	
Net change by Change Orders:	\$	66,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		948,000.00
Total completed and stored to date:	\$	371,649.17	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		371,649.17
Less previous applications for payment:	\$		356,544.67
SUBTOTAL			\$ 15,104.50

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 15,104.50

Balance to finish, including retainage: \$ 576,350.83

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov **Phone:** (515) 986-4050 **Fax:** (515) 986-4480

Date Printed: 4/7/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 9, 2019	\$ 3,410.10
2	May 14, 2019	\$ 3,784.00
3	June 11, 2019	\$ 3,084.78
4	July 9, 2019	\$ 4,757.29
5	August 13, 2019	\$ 1,845.40
6	September 10, 2019	\$ 228.91
7	October 8, 2019	\$ 877.32
8	November 12, 2019	\$ 4,026.12
9	December 9, 2019	\$ 9,595.24
10	January 14, 2020	\$ 4,855.90
11	February 11, 2020	\$ 2,699.94
12	March 10, 2020	\$ 1,328.45
13	April 14, 2020	\$ 1,506.55
14	February 11, 2020	\$ 24,359.53
15	March 10, 2020	\$ 10,500.50
16	April 14, 2020	\$ 5,165.23
17	May 12, 2020	\$ 11,490.30
18	June 9, 2020	\$ 6,605.10
19	July 14, 2020	\$ 57,078.16
20	August 11, 2020	\$ 36,812.00
21	September 22, 2020	\$ 45,013.14
22	October 13, 2020	\$ 32,958.72
23	November 10, 2020	\$ 28,597.90
24	December 22, 2020	\$ 11,743.35
25	January 12, 2021	\$ 5,444.50
26	February 9, 2021	\$ 27,474.28
27	March 9, 2021	\$ 11,301.96
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Previous Applications for Payment

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TOTAL \$ 356,544.67

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	\$ -
2	October 27, 2020	\$ 66,000.00
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TOTAL \$ 66,000.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 26, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



REC'D APR 12 2021

VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

STATEMENT OF PROFESSIONAL SERVICES

City of Grimes
Attn: Matt Ahrens
101 NE Harvey
Grimes, IA 50111

March 26, 2021

Project No: 128107

Invoice No: 15

Project Manager H. Veenstra Jr.

Engineering services for WRA Connector - Phase 2 - Design Services:

Professional Services from February 14, 2021 to March 20, 2021**Professional Personnel**

	Hours	Rate	Amount
Management I	6.00	181.00	1,086.00
Clerical II	2.50	66.00	165.00
Clerical IV	1.50	50.00	75.00
Engineer I-A	1.00	181.00	181.00
Drafter IA	40.50	103.00	4,171.50
Drafter II	10.00	90.00	900.00
Drafter III	40.00	84.00	3,360.00
Surveyor I	9.50	123.00	1,168.50
Technician II	47.50	83.00	3,942.50
Totals	158.50		15,049.50
Total Labor			15,049.50

Reimbursable Expenses

Miscellaneous Expense	55.00
Total Reimbursables	55.00

Billing Limits

	Current	Prior	To-Date
Total Billings	15,104.50	300,663.67	315,768.17
Limit			430,000.00
Remaining			114,231.83

Total this Invoice \$15,104.50**Billings to Date**

	Current	Prior	Total
Labor	15,049.50	282,202.00	297,251.50
Expense	55.00	0.00	55.00
Unit	0.00	18,461.67	18,461.67
Totals	15,104.50	300,663.67	315,768.17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reverse Osmosis Water Treatment Plant - Phase 1
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 324-810-6407 **Finance Project #**
Vendor Project or Invoice #: 133334 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: April 27, 2021 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: February 28, 2021 Through: March 27, 2021

Contract Summary

Original Contract Amount:	\$	1,183,985.00	
Net change by Change Orders:	\$	63,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,247,485.00	
Tot ## ##	\$	1,031,843.38	
Rel ## ## 5 % of Completed Work:			
Total Earned less Retainage:	\$	1,031,843.38	
Less previous applications for payment:	\$	987,888.79	
SUBTOTAL	\$		43,954.59

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 43,954.59

Balance to finish, including retainage: \$ 215,641.62

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February 11, 2020	\$ 46,089.20
5	March 24, 2020	\$ 67,693.38
6	April 28, 2020	\$ 45,078.45
7	May 26, 2020	\$ 59,753.25
8	June 23, 2020	\$ 61,876.53
9	July 14, 2020	\$ 57,086.05
10	August 25, 2020	\$ 49,286.35
11	September 22, 2020	\$ 78,042.73
12	October 13, 2020	\$ 54,561.40
13	November 24, 2020	\$ 58,119.25
14	January 12, 2021	\$ 153,484.26
15	February 23, 2021	\$ 56,349.99
16	March 23, 2021	\$ 55,774.60
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 987,888.79

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 28,500.00
2	November 11, 2020	\$ 35,000.00
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TOTAL \$ 63,500.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 13, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

March 31, 2021
Project No: 0000190904-000
Invoice No: 133334
Due Date: April 30, 2021

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1
Professional Services from February 28, 2021 to March 27, 2021

Phase H. Value Engineering/Design Thoroughness Review

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Value Engineering/Design Thoroughness Re	49,105.00	100.00	49,105.00	49,105.00	0.00	
Total Fee	49,105.00		49,105.00	49,105.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase I. Advertising, Bidding, Contract Award

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Advertising, Bidding, Contract Award	24,490.00	100.00	24,490.00	24,490.00	0.00	
Total Fee	24,490.00		24,490.00	24,490.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase J. Paper Copies of Final Project Documents

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Paper Copies of Final Project Documents	7,100.00	100.00	7,100.00	7,100.00	0.00	
Total Fee	7,100.00		7,100.00	7,100.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase K. Construction Administration

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	133334
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	557,700.00	82.00	457,314.00	435,006.00	22,308.00
Total Fee	557,700.00		457,314.00	435,006.00	22,308.00
Total Fee					22,308.00
Total this Phase					\$22,308.00

Phase	L.	Construction Staking			
			Current	Prior	To-Date
Total Billings			0.00	18,885.58	18,885.58
Contract Limit (not-to-exceed)					20,570.00
Contract Limit Remaining					1,684.42
Total this Phase					0.00

Phase	M.	Resident Project Representative			
			Hours	Rate	Amount
On Site Representative I			102.50	105.00	10,762.50
On-Site Representative II			64.00	145.00	9,280.00
Totals			166.50		20,042.50
Total Labor					20,042.50
Reimbursable Expenses					
R - Per Diem					6.29
Total Reimbursables					6.29

Truck Mileage					
Runzheimer Mileage					562.80

			Current	Prior	To-Date
Total Billings			20,611.59	378,474.71	399,086.30
Contract Limit (not-to-exceed)					478,500.00
Contract Limit Remaining					79,413.70
Total this Phase					\$20,611.59

Phase	Q.	Record Drawings			
Total this Phase					0.00

Phase	T.	SRF Loan Administration			
			Hours	Rate	Amount
Project Coordinator			11.50	90.00	1,035.00
Totals			11.50		1,035.00
Total Labor					1,035.00
			Current	Prior	To-Date
Total Billings			1,035.00	11,327.50	12,362.50
Contract Limit (not-to-exceed)					20,280.00
Contract Limit Remaining					7,917.50

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	133334
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Total this Phase \$1,035.00

Phase V. Electrical Room Re-Design

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Room Re-Design	28,500.00	100.00	28,500.00	28,500.00	0.00
Total Fee	28,500.00		28,500.00	28,500.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase W. Electrical Component Re-Design

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Component Re-Design	35,000.00	100.00	35,000.00	35,000.00	0.00
Total Fee	35,000.00		35,000.00	35,000.00	0.00
Total Fee					0.00
Total this Phase					0.00
Total Due this Invoice					\$43,954.59

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: New 1.5 MG Elevated Storage Tower - Construction Phase
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 323-810-6407 **Finance Project #**
Vendor Project or Invoice #: 133335 **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2830

Date of Council Meeting: April 27, 2021 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: February 28, 2021 Through: March 27, 2021

Contract Summary

Original Contract Amount:	\$ 218,080.00	198667
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 218,080.00	
## ##		
Total completed and stored to date:	\$ 199,540.10	
Retainage: 5 % of Completed Work:		
Total Earned less Retainage:	\$ 199,540.10	
Less previous applications for payment:	\$ 198,667.60	
SUBTOTAL		\$ 872.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 872.50

Balance to finish, including retainage: \$ 18,539.90

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

4/27/2021

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 22, 2019	\$ 9,697.00
2	January 14, 2020	\$ 50,943.10
3	February 11, 2020	\$ 11,164.00
4	March 24, 2020	\$ 3,948.50
5	April 28, 2020	\$ 10,193.00
6	May 26, 2020	\$ 14,840.00
7	June 23, 2020	\$ 23,807.00
8	July 14, 2020	\$ 19,005.00
9	August 25, 2020	\$ 11,215.00
10	September 22, 2020	\$ 15,214.00
11	October 13, 2020	\$ 6,698.00
12	November 24, 2020	\$ 7,030.50
13	January 12, 2021	\$ 8,201.00
14	February 23, 2021	\$ 6,374.00
15	March 23, 2021	\$ 337.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 198,667.60

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: September 10, 2019
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

March 31, 2021
Project No: 0000191105-000
Invoice No: 133335
Due Date: April 30, 2021

Project 0000191105-000 New 1.5 MG Elevated Storage Tower - Construction Phase
Professional Services from February 28, 2021 to March 27, 2021

Phase K. Construction Administration

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administrations	80,400.00	99.50	79,998.00	79,998.00	0.00
Total Fee	80,400.00		79,998.00	79,998.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase M. Resident Project Representative

	Hours	Rate	Amount
On-Site Representative II	4.00	145.00	580.00
Totals	4.00		580.00
Total Labor			580.00
	Current	Prior	To-Date
Total Billings	580.00	112,017.20	112,597.20
Contract Limit (not-to-exceed)			120,000.00
Contract Limit Remaining			7,402.80
Total this Phase			\$580.00

Phase Q. Record Drawings

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			4,480.00
Contract Limit Remaining			4,480.00
Total this Phase			0.00

Phase T. SRF Loan Application & Administrative Services

Project	0000191105-000	Grimes - New 1.5 MG Elevated Storage	Invoice	133335
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	Hours	Rate	Amount	
Project Coordinator	3.25	90.00	292.50	
Totals	3.25		292.50	
Total Labor				292.50
	Current	Prior	To-Date	
Total Billings	292.50	6,232.50	6,525.00	
Contract Limit (not-to-exceed)			8,400.00	
Contract Limit Remaining			1,875.00	
		Total this Phase		\$292.50
		Total Due this Invoice		\$872.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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Fel ##

Project Title: Water System Study
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, IA 50325
Finance Budget Code: 342-810-6407 **Finance Project #**
Vendor Project or Invoice #: 201168-000 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2830

Date of Council Meeting: April 27, 2021 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: February 28, 2021 Through: March 27, 2021

Contract Summary

Original Contract Amount:	\$	<u>109,500.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>109,500.00</u>
 Total completed and stored to date:	\$	<u>87,077.34</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>87,077.34</u>
Less previous applications for payment:	\$		<u>73,947.34</u>
SUBTOTAL	\$		<u><u>13,130.00</u></u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,130.00

Balance to finish, including retainage: \$ 22,422.66

Contract Time Remaining (If applicable) -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 22, 2020	\$ 5,055.00
2	October 13, 2020	\$ 6,325.00
3	November 24, 2020	\$ 21,445.00
4	January 12, 2021	\$ 25,807.34
5	Febryary 23, 2021	\$ 5,995.00
6	March 23, 2021	\$ 9,320.00
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Previous Applications for Payment

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TOTAL \$ 73,947.34

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: CLICK TO CHOOSE
Original Contract Date: August 11, 2020
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



1360 NW 121st Street
Clive, IA 50325

City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

March 31, 2021
Project No: 0000201168-000
Invoice No: 133280
Due Date: April 30, 2021

Project 0000201168-000 City of Grimes Water System Study
Professional Services from February 28, 2021 to March 27, 2021

Phase	1	Fee Billing			
Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Data Collection and Critical Review	7,600.00	100.00	7,600.00	7,600.00	0.00
Develop Population, Demographic and Land	5,300.00	100.00	5,300.00	4,505.00	795.00
Develop Water Demand Projections	2,700.00	100.00	2,700.00	2,295.00	405.00
Develop Water System Model and GIS Sys.	24,200.00	100.00	24,200.00	24,200.00	0.00
Water Quality Analysis	4,400.00	50.00	2,200.00	440.00	1,760.00
Hydrant Flushing Analysis	12,200.00	50.00	6,100.00	1,220.00	4,880.00
Evaluation of Water System for Existing	5,200.00	95.00	4,940.00	4,160.00	780.00
Develop Capital Improvements Plan	5,600.00	50.00	2,800.00	1,680.00	1,120.00
Report Preparation and Submittal	13,700.00	70.00	9,590.00	6,850.00	2,740.00
Project Management	6,500.00	85.00	5,525.00	4,875.00	650.00
Total Fee	87,400.00		70,955.00	57,825.00	13,130.00
		Total Fee	13,130.00		
		Total this Phase			\$13,130.00
		Total Due this Invoice			\$13,130.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: James Street Corridor Study N 27th Street to S 37th Street
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 343-210-6407 **Finance Project #**
Vendor Project or Invoice #: 20G021.01 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2972

Date of Council Meeting: April 27, 2021 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: January 1, 2021 Through: March 31, 2021

Contract Summary

Original Contract Amount:	\$	130,628.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	130,628.00	
Total completed and stored to date:	\$	112,033.12	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	112,033.12	
Less previous applications for payment:	\$	37,623.32	
SUBTOTAL	\$		74,409.80

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 74,409.80

Balance to finish, including retainage: \$ 18,594.88

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Firm Name

Foth Infrastructure & Environment, LLC

Signature

4/16/2021

Date

City of Grimes Staff Approval:

Signature

4-21-21

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 4/16/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 24, 2020	\$ 14,847.00
2	January 26, 2021	\$ 22,776.32
3	April 27, 2021	
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Previous Applications for Payment

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TOTAL \$ 37,623.32

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: August 11, 2020
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -

Invoice

REMIT TO:	Foth Infrastructure & Environment, LLC P.O. Box 8418 Carol Stream, IL 60197-8418
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NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

April 15, 2021

Project No: 0020G021.01

Invoice No: 71862

City of Grimes
City Hall
101 NE Harvey Street
Grimes, IA 50111

Invoice Total	USD 74,409.80
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Project 0020G021.01 James Street Corridor Study - S 37th Street to N 27th Street

Project Finance Code: 343-210-6407

Professional Services through March 31, 2021**Professional Personnel**

	Hours	Rate	Amount
Lead Project Engineer	88.00	190.00	16,720.00
Project Engineer III	9.50	164.00	1,558.00
Project Engineer I	311.60	143.00	44,558.80
Staff Engineer I	89.00	117.00	10,413.00
Lead Technician	8.00	145.00	1,160.00
Totals	506.10		74,409.80
Total Labor			74,409.80

Billing Limits	Current	Prior	To-Date
Total Billings	74,409.80	37,623.32	112,033.12
Limit			130,628.00
Remaining			18,594.88

Total This Invoice	USD 74,409.80
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street and SE 6th Street Intersection Improvements
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 349-210-6407 **Finance Project #**
Vendor Project or Invoice #: 20G002.01 **PO #**
Original Contract Date: February 11, 2020 **Vendor #** 2972

Date of Council Meeting: April 27, 2021 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: January 1, 2021 Through: March 31, 2021

Contract Summary

Original Contract Amount:	\$	28,500.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	28,500.00	
Total completed and stored to date:	\$	18,577.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	18,577.10	
Less previous applications for payment:	\$	6,442.10	
SUBTOTAL	\$		12,135.00

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 12,135.00

Balance to finish, including retainage: \$ 9,922.90

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

Signature

4/16/2021

Date

City of Grimes Staff Approval:

Signature

4-21-21

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 14, 2020	\$ 3,401.06
2	August 11, 2020	\$ 985.56
3	August 11, 2020	\$ 472.00
4	November 24, 2020	\$ 1,027.50
5	January 26, 2021	\$ 555.98
6	April 27, 2021	
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Previous Applications for Payment

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TOTAL \$ 6,442.10

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 11, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

April 15, 2021

Project No: 0020G002.01

Invoice No: 71861

City of Grimes
Attn: Matt Ahrens
City Hall
101 NE Harvey Street
Grimes, IA 50111

Invoice Total USD 12,135.00

Project 0020G002.01 S James Street and SE 6th Street Intersection Improvements

Professional Services through March 31, 2021

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	10.50	190.00	1,995.00
Project Engineer I	12.00	143.00	1,716.00
Staff Engineer I	72.00	117.00	8,424.00
Totals	94.50		12,135.00
Total Labor			12,135.00

Billing Limits	Current	Prior	To-Date
Total Billings	12,135.00	6,442.10	18,577.10
Limit			28,500.00
Remaining			9,922.90

Total This Invoice USD 12,135.00



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of April 27, 2021

AGENDA HEADING: 2021 Sanitary Sewer Collection System Study – Foth Infrastructure and Environment Professional Services Agreement.

SYNOPSIS: The City of Grimes is moving forward with the connection to the Wastewater Reclamation Authority (WRA) for treatment of the wastewater generated from the community. This move will make the condition of the existing sanitary sewer collection system more important as the wastewater flows exiting the community will be metered. This means the infiltration and inflow issues will be more important to address in an effort to lower the metered flows. There is also a planning aspect to consider as the City of Grimes grows by planning for wastewater flows from new areas and fixing capacity issues in existing areas.

Foth has a background in evaluating existing sanitary sewer collection systems and planning for the future. They are qualified to complete this study and provide a blueprint for maintenance, operation and expansion of the City of Grimes sanitary sewer collection system. They will also provide proactive practices that the city can take to improve the overall condition of this important asset. Foth is currently working for the City of Grimes on the S James St. & SE 6th St. traffic study and James Street Corridor Study. They are performing very well on both and city staff would be comfortable working with them on this study.

FISCAL IMPACT: The total fee proposed for the engineering services is a not-to-exceed amount of \$214,965.00.

The funding source for this work will be from the sanitary sewer system study item in the current capital improvements program.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The city staff has reviewed this Professional Services Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.04-4121

WHEREAS, the City of Grimes (Grimes) is seeking an engineering consulting firm to complete a study of the sanitary sewer collection system; and,

WHEREAS, the engineering firm of Foth Infrastructure and Environment, LLC (Engineer), has experience in the study of sanitary sewer collection and conveyance systems, and is qualified to provide a professional report and evaluation of the City of Grimes wastewater collection system and recommendations for current and future improvements;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's consulting services related to the sanitary sewer collection system study;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineer on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 27th day of April, 2021, and approved by the Mayor on the 27th day of April, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

2021 Sanitary Sewer Collection System Study

This Agreement is made and entered into this 27th day of April, 2021, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant

A. Assemble Background Data	\$ 23,400.00
B. Data Review and Analysis	\$ 7,000.00
C. GIS Model and Flow Validation	\$ 17,700.00
D. Develop System Hydraulic Model	\$ 54,950.00
E. Sewer System Maintenance Practices	\$ 15,225.00
F. Capital Improvements Plan	\$ 18,240.00
G. Sanitary Sewer Collection System Report	\$ 20,650.00
H. Project Coordination	\$ 20,000.00
Flow Monitoring Allowance	<u>\$ 37,800.00</u>
Total	\$ 214,965.00

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Grimes
Attn: Matt Ahrens, P.E.
Title: City Engineer
Address: 410 SE Main Street, #102
City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Patrick P. Kueter, P.E.
Title: Director
Address: 8191 Birchwood Court, Suite L
City, State: Johnson, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgments or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

BY: Patrick P. Kueter
Name: Patrick P. Kueter, PE
Title: Director

CITY OF GRIMES

BY: _____
Scott Mikkelsen, Mayor

WITNESS

By: Molly Long
Name: Molly D. Long
Title: Lead Civil Engineer

ATTEST

By: _____
Name: _____
Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The 2021 Sanitary Sewer Collection System Study is generally described as follows:

The project involves the evaluation of the existing and future sanitary sewer capacity in the wastewater collection systems. This study will identify areas of further investigation or upsizing based on growth patterns, development plans and the most recent comprehensive plan. A capital improvement plan with order of magnitude construction costs and system priority levels will be developed and presented to the City for consideration. The results of the study and capital improvement plan will allow City leadership to direct funding to the highest priority areas to improve the existing system capacity and expand into undeveloped areas to accommodate future growth.

This scope of services is based on the following project assumptions:

- The sanitary sewer collection study will utilize existing available information from the City and be performed generally through a desktop analysis and evaluation except as noted.
- The existing GIS information provided by the City will be used to create the existing sanitary sewer system hydraulic model.
- The existing hydraulic model will be calibrated initially on existing system flows provided by the City. Based on these initial results, flow monitoring maybe recommended to further calibrate the model prior to evaluating various design events to determine the system's Level of Protection. The number of flow monitoring locations will be determined after the initial model calibration. An allowance for seven (7) flow monitoring locations has been included in this agreement and will be adjusted based on the actual number of location required to be monitored.
- Flows will be determined for the undeveloped areas based on the City's current Comprehensive Plan.
- Limited field investigations are included to confirm existing background information and validate existing GIS data if needed. This effort is based on visiting approximately 3%, or 40 location of the system's manholes and the 3 existing lift stations.
- Review of the closed circuit televising (CCTV) video is limited to 5% or approximately 17,500 LF of sanitary sewer. It is assumed that CCTV reports are available to minimize this overall effort. No new CCTV is anticipated to complete this study.
- Initial study efforts will be focused on the northeast corner of SE 19th Street and S James Street to accommodate the anticipated development at this intersection.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

A. Assemble Background Data

The Consultant will assemble the background data to be used for the development of a hydraulic model of the existing sanitary sewer collection system.

Task 1- Information provided by City

The Consultant will use the following information provided by the City to incorporate into the development of the sanitary sewer collection system study:

- i. Available closed circuit television (CCTV) videos, CCTV reports and records.
- ii. Available sanitary manhole inspection reports.

- iii. GIS files that includes parcel data, street names, utility line work, sanitary sewer lines, forcemain, pipe sizes, manholes, lift stations, invert and rim elevations necessary to create an accurate model.
- iv. Operation & Maintenance Manuals for the three (3) existing sanitary sewer lift stations. Major information requested includes:
 - Original plans and specifications of pump stations (if available)
 - Lift Station pump model and sizes
 - Forcemain sizes and lengths
 - Typical dry and wet (storm) pump run hours and flow data on a per day/event basis
 - SCADA flow and run data for the lift stations (if available)
- v. Wastewater Treatment Plant Flow Data:
 - City daily wastewater treatment plant flow totals/records and typical diurnal curve for the past three (3) years (2018, 2019, 2020)
- vi. Drinking water production records:
 - City daily and monthly drinking water production records for the winter months of December, January and February for the past 3 years (2018, 2019, 2020)
- vii. Sanitary sewer service and drinking water accounts:
 - City account records for the past three (3) years (2018, 2019, 2020) for commercial and residential accounts
- viii. Historical sanitary sewer records such as pipe installation history, material types, plan and profile drawings, installation dates and records
- ix. Current Comprehensive Plan, development densities, jurisdictional planning area, anticipated short term developer growth plans, and estimated projected growth rate for the City
- x. Any records of historical wet weather event sewage overflows and estimated overflow amounts.

Task 2- Information prepared by Consultant

The Consultant shall obtain locally available data to prepare background maps with the following information for use to complete the study:

- i. Most recent aerial photographs
- ii. LIDAR contour information for the study area

Task 3 - Site Visits

In conjunction with City staff, the Consultant will perform field inspections, as follows:

- i. Field visits up to ten (10) locations within the wastewater collection system to validate depth, size and system conditions.
- ii. Field site visit at three (3) lift stations to evaluate the existing conditions and confirm the accuracy of the existing information and supplement with additional data.

B. Data Review and Analysis

Based on the assembled background data, the Consultant will review and analyze the quality and accuracy of the information and complete the following tasks:

Task 1 - Review Sewer Televising Records

Review available CCTV condition reports. If no condition reports are available, the Consultant will review up to 17,500 LF (5%) of CCTV videos for segments of concern.

Task 2 - Review Manhole Inspection Records

Review available sanitary sewer manhole reports. If no condition reports are available, the Consultant will review up to 40 structures (3%) for segments of concern.

Task 3 - Review Flow Data

Review and compile City wastewater flow data for use in forecasting future average and peak flows.

Task 4 - Review Existing GIS Data

Review of available City GIS data and recommend additional City collection if deemed necessary.

C. GIS Model and Flow Validation

Based on the Consultants review and analysis of the existing background data, the Consultant will validate the existing GIS model and flows and complete the following steps:

Task 1 – Perform GIS Data Validation

Complete pipe size, pipe elevation and manhole interconnectivity review.

Task 2 – Allocate an Age and Condition to each pipe segment and manhole location

Assign risk impacts of each collection line based on flow, age, material and condition with information provided by the City.

Task 3 – Provide Summary of GIS Data (Excel Spreadsheet)

Develop pipe size, material, date of installation and pipe slope summary spreadsheet based on GIS data provided by City.

Task 4 – Flow Monitoring

Perform flow measurement of existing sanitary sewer flows at selected locations to allow for confirmation and calibration of the hydraulic model. Flows will be measured for a minimum of 30 days and maximum of 60 days assuming a major storm will be experienced during flow measurement.

For estimating purposes, it is assumed that seven (7) locations will be monitored.

D. Develop System Hydraulic Model

Task 1 – Develop Base Hydraulic Model of Sewer System

Delineate existing and future sewersheds within the City as identified in the most current version of the City's Comprehensive Plan. Identify potential for lift station(s) siting or possibility of reducing or eliminating lift station(s) in the systems.

Task 2 – Perform Model Validation

Perform sanitary sewer hydraulic model validation using existing flow data, existing water billing information, and flow metering.

Locations and flow metering fees to be determined after Section A through Section D, Task 1 are complete by the Consultant.

Task 3- Model Calibration

Calibrate hydraulic model to the existing base flow and captured wet weather events.

Task 4 – Determine Study Design Event(s)

Determine study design events and system Level of Protection (LOP) storm to utilize for system sizing. Develop design storm hydraulic flow models for system sizing. Model storms, such as, Q5, Q10, and sensitivity model runs for Q 50 and Q100 events.

Task 5 - Identify Existing Hydraulic Capacity and Deficiencies

Based on the calibrated model runs, identify existing hydraulic capacity of the system and determine areas of deficiencies that may warrant further investigation or study.

Task 6 – Develop Future Flows of Undeveloped Areas

Based on the most current version of the City's Comprehensive Plan, develop future flows of the undeveloped areas of the City and apply to the system's hydraulic model.

Task 7 - Develop Recommended Long Term Sanitary System Hydraulic Strategy

Utilizing the results of the calibrated system model and flows determined for the undeveloped areas of the City, develop a recommended long term sanitary sewer system strategy for the City to use to support the growth of the community.

E. Sanitary Sewer System Maintenance Practices

Task 1 – Review Existing Collection System Maintenance Program

Task 2 - Determine the Likelihood and Consequence of Failure for each Pipe Segment

Task 3 – Prioritize the Critical Assets based on Risk Factors, Likelihood and Consequence of Failure

Task 4 - Develop a Maintenance and Replacement Schedule for all Pipe Segments and Manhole Locations

Task 5 – Develop Model Maintenance and Management Plan

F. Capital Improvements Plan (CIP) Development (4 to 10 Years and Ultimate Build-out)

Task 1 - Identify Hydraulic Improvements

Based on the completed analysis, identify recommend improvement areas to increase system capacity.

Task 2 – Identify Recommendations for Sewer Rehabilitation or Replacement

Based on completed analysis, identify recommended sewer replacement or rehabilitation or areas that warrant additional investigations because of limited available data.

Task 3 - Develop Final Recommendations and Costs for Proposed Improvements

After review of recommended hydraulic improvements, sewer rehabilitation or replacement, develop list of final recommendation and develop Order of Magnitude Construction Costs and priority for each improvement.

Task 4 – Capital Improvement Plan with Sequencing and Threshold Schedule

Based on the Order of Magnitude Construction Costs, develop an overall project sequence of proposed improvements and assist the City in the development of an overall Capital Improvement Plan.

G. Sanitary Sewer Collection System Report

At the conclusion of the data collection and analysis phase, the Consultant will prepare a report documenting the finding of the study.

Task 1 – Sanitary Sewer Collection System Report Outline

The report will be organized to the following outline:

Executive Summary

Introduction

Background
Purpose and Scope
Study Area

Data Review and Analysis

Flow Data Compilation and Analysis
GIS Data Validation

Growth

- Current and Historical Population and Data
- Future Growth Projections and Updated Comprehensive Plan

Sanitary Sewer Hydraulic Model

- Overview of modeling software and scope
- Collection system analysis and simulation
- Wet weather conditions and infiltration & inflow evaluation
- Hydraulic capacity and deficiencies

Sanitary Sewer System Maintenance Practices

- Collection system maintenance
- Identification of critical assets
- Maintenance and replacement schedule
- Model maintenance and management

Capital Improvement Plan

- Short Term Project Planning (4 to 10 years)
 - Opinion of Probable Costs, Sequencing and Thresholds
- Long Term Ultimate Build-out Planning
 - Opinion of Probable Costs, Sequencing and Thresholds

Task 2 – Submit Draft Report for Review

The Consultant will submit a draft Sanitary Sewer Collection System Report for the City staff to review and provide comments on. The Consultant will meet with the City to review comments and address any questions to answer questions.

Task 3 – Submit Final Report

Based on comments received on the draft report, the Consultant will make final edits and submit five (5) hard copies and an electronic copy of the final Sanitary Sewer Collection System Report.

H. Project Coordination

The Consultant will complete the following project coordination activities.

Task 1 – Project Review Meetings

The Consultant will maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial study parameters, promote a dialog between the various entities, improve the decision-making process, and expedite plan development. Prepare minutes of meetings and keep documentation of other communications.

For budget purposes, the Consultant will attend one (1) initial Project Kickoff Meeting and six (6) project review meetings that will be attended by three (3) staff members of the Consultant.

Task 2 – Meeting with Elected Officials

Informational update presentations will be provided to the City Council on an as needed basis throughout the study process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on the progress of the study and schedule. The presentations will be held in conjunction with regularly schedule Council Meetings.

For budget purposes, it is assumed that the Consultant will attend two (2) meetings.

Task 3 - Project Management (9 mos. For April 2021- December 2021)

The project manager for the Consultant will be responsible for maintaining coordination with the City, monthly progress reporting, minutes of meetings, interoffice memoranda, and project invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

Project Deliverables

The project deliverables will be prepared in three main phases. Phase 1 will include near-term deliverables with recommended improvements to accommodate immediate development in the northeast corner of SE 19th Street and S James Street. Phase 2 includes long term deliverable with intermediate and ultimate build-out recommendations, costs and capital improvement plans.

Phase 1: Existing Conditions with SE 19th Street/S. James St. Evaluation

- Background data review and compilation
- Base map development with City GIS data
- Identification of needed supplemental City data
- Evaluation of James Street existing sanitary sewer capacity through theoretical design flow calculations and spot measurements of existing sanitary flow on James Street.
- Recommendations for sanitary sewer extension to service proposed development at the intersection of SE 19th Street and S James Street.

Phase 2: Hydraulic Model and Flow Development

- Basin map development
- Theoretical flows and forecasted flows
- Hydraulic model development
- Lift Station and forcemain hydraulic capacity sizing and siting evaluation
- Field flow metering

Phase 3: Final Report and Capital Improvement Plan

- Summary report of findings
- Recommendations for improvements of existing systems
- Forecasted sizing and expansion for future growth
- Recommendations to reduce I/I
- Model Calibration
- Development of a short term and long term capital improvement plan

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	April 15, 2019
A. Assemble Background Data	April – May 2021
B. Data Review and Analysis	May – June 2021
C. GIS Model and Flow Validation	June – August 2021
D. Develop System Hydraulic Model	August 2021
E. Sewer System Maintenance Practices	September 2021
F. Capital Improvements Plan	October 2021
G. Sanitary Sewer Collection System Report	September – December 2021

ATTACHMENT 3 - SCHEDULE OF FEES

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2021 STANDARD HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$202.00
Project Manager	\$173.00-\$199.00
Project Engineer	\$143.00-\$190.00
Staff Engineer	\$117.00-\$142.00
Planner	\$117.00-\$188.00
Project Scientist	\$117.00-\$143.00
Technology Manager	\$168.00
Technician	\$80.00-145.00
Construction Manager	\$168.00
Land Surveyor	\$134.00-\$168.00
Project Administrator	\$78.00-\$98.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2021. Rates subject to change annually on January 1.



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of April 27, 2021

AGENDA HEADING: Silkwood Area Drainage Study – Nilles Associates, Inc. Professional Services Agreement.

SYNOPSIS: The area off the south end of NE Silkwood Court and between NE 17th Court and NE Destination Circle heading NE towards North Pointe Park has been a drainage issue for years. This area experiences both high and low storm water flow issues, which city staff and elected officials have received multiple citizen complaints regarding. The engineer will analyze the entire contributing drainage basin and provide potential solutions to address the spectrum of drainage issues in the area. City staff is looking to address the low storm water flow issue immediately this construction season and formulate a plan for future improvements to address the high storm water flow issue. This will also give the city staff a game plan for the development of the land along Highway 141 and the connection of NE Beaverbrook Boulevard east of Highway 141. Nilles is currently assisting the City of Grimes with storm water development reviews, managing the MS4 permit and a few other storm water projects. The city staff would be very comfortable with Nilles completing this drainage study.

FISCAL IMPACT: The total fee proposed for the engineering services is a not-to-exceed amount of \$4,800.00.

The funding source for this work will be from storm water funds.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The city staff has reviewed this Professional Services Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.04-4221

WHEREAS, the City of Grimes (Grimes) is seeking an engineering consulting firm to complete a drainage study of the area near NE Silkwood Court; and,

WHEREAS, the engineering firm of Nilles Associates, Inc. (Engineer), has experience in the study of stormwater drainage, and is qualified to provide a professional study and evaluation of the contributing drainage basin to the NE Silkwood Court area and recommendations for current and future improvements;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's consulting services related to the drainage study;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineer on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 27th day of April, 2021, and approved by the Mayor on the 27th day of April, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

SILKWOOD AREA DRAINAGE STUDY

This Agreement is made and entered into this 27th day of April, 2021, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Nilles Associates, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant

a. <u>SEE ATTACHMENT 1</u>	\$ <u>4,800</u>
b. _____	\$ _____
c. _____	\$ _____
Total	\$ <u>4,800</u>

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the

provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

F. **ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY:** Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.

G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Grimes
Attn: Matt Ahrens, P.E.
Title: City Engineer
Address: 410 SE Main Street, #102
City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: Nilles Associates, Inc.
Attn: John P. Nilles, P.E.
Title: President
Address: 1250 SW States St, Ste A
City, State: Ankeny, IA 50023

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect

nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount

payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the

Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF GRIMES

BY: 

BY: _____

Name: John P. Nilles, P.E.

Scott Mikkelsen, Mayor

Title: President

WITNESS

ATTEST


Name: Jake Nilles, P.E.

Name: _____

Title: Project Manager

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

Engineer's Services

Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below. Payments to the Engineer for Services and Reimbursable Expenses shall be as set forth below.

PART 1 – BASIC SERVICES

Professional Services for Silkwood Area Drainage Study ("Project"). Project work items include the following: Reducing storm water flow from large storm events and manage low flow events within a drainage swale between NE 17th Court and NE Destination Circle. The Project does not include the following work items: boundary or topographic survey, construction staking, storm water analysis, construction drawings, construction observation, construction administration, or meetings with residents.

Engineer shall:

Review and analyze existing storm water management plans within the immediate/upstream drainage network.

Provide a concept for a regional detention/retention basin upstream of this swale, a method to manage low flow events within this swale, and a concept for a possible storm water drainage easement on Lot 7 North Park Estates Plat 1.

PART 2 – COMPENSATION

A2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Attachment 1 as follows:

An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

Engineer's Standard Hourly Rates are attached as Attachment 3.

The total compensation for services under Paragraph A2.01 is not to exceed \$4,800.

A2.02 *Compensation For Reimbursable Expenses*

A. N/A

PART 3 – ADDITIONAL SERVICES

A3.01 *Additional Services*

A. N/A

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the scope of services under this Agreement shall be as follows:

PROJECT SCHEDULE

05/28/2021

Submit study and concept

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VII	\$140.00
Engineer VI	130.00
Engineer V	115.00
Engineer IV	105.00
Engineer III	95.00
Engineer II	85.00
Engineer I	75.00
Landscape Architect V	125.00
Landscape Architect IV	115.00
Landscape Architect III	105.00
Landscape Architect II	95.00
Landscape Architect I	85.00
Land Surveyor VI	125.00
Land Surveyor V	115.00
Land Surveyor IV	100.00
Land Surveyor III	90.00
Land Surveyor II	80.00
Land Surveyor I	70.00
Technician VI	95.00
Technician V	85.00
Technician IV	75.00
Technician III	70.00
Technician II	65.00
Technician I	60.00
Administrative	65.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.



101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of 04/27/2021

AGENDA HEADING: Resolution Approving Equipment Transactions Pursuant to the FY21 and FY22 Budget

SYNOPSIS: The resolution authorizes the acquisition of a large grapple bucket for the CAT Front Loader and Message Board for the current fiscal year. It also authorizes the purchase of a John Deere 5115M tractor, two Exmark mowers, and a Graco line drive painter for the upcoming fiscal year.

FISCAL IMPACT:

EQUIPMENT BUDGET

Grapple Bucket	\$24,500.00
Message Board	\$22,675.00
John Deere Tractor	\$82,970.58
Exmark Mowers	\$24,708.42
Line Drive Painter	\$4,899.00
TOTAL	\$159,753.00

SOURCES OF FUNDS

FY21 Operational Funds	\$47,175.00
FY22 Operational Funds	\$64,578.00
Trade-In/Sales	\$48,000.00
TOTAL	\$159,753.00

PREVIOUS COUNCIL ACTION(S):

Approved FY21 and FY22 budgets which included funds for equipment purchases.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY21 and
FY 22 BUDGET

Grimes Resolution No. 04-2921

WHEREAS, the Public Works Department has budgeted for and planned certain equipment purchases; and

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed acquisitions meet those policy requirements; and

WHEREAS, the Public Works Director recommends the following equipment acquisitions and/or disposals.

NOW THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa that:

Section 1. The following acquisitions including add-ons and labor are hereby approved:

Equipment Description	Use	Cost
1- 2021 John Deere 5115M Tractor with attachments	Streets/Wastewater/Water	\$82,970.58
2- Exmark Mowers	Streets/Parks	\$24,708.42
1-Large Grapple Bucket	Streets	\$24,500.00
1- Message Board 63"X101"	Streets	\$22,675.00
1- Graco LineDriver Paint Sprayer	Streets	\$4,899.00
TOTAL		\$159,753.00

Section 2. The following disposals are hereby approved:

Equipment Description	Trade-in/Sale	Estimated Value
1- 2016 John Deere 5115M Tractor with Attachments	Trade-In	\$47,000.00
1- 1996 John Deere Tractor	Sale on Gove Deals	\$1,000.00
TOTAL		\$48,000.00

Section 3. Budgeted funds are hereby authorized to be disbursed and staff is hereby authorized to carry out and execute any action or instrument necessary to fulfil the provisions of this resolution.

PASSED AND APPROVED this 27th day of April, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

Amazon Charges	<u>Amount</u>	<u>Description</u>
Admin		
Public Works		
Dev Services	\$17.20	Pocket mesh letter wall file
		wall organizer, keyboard, mouse, pens,
	\$160.07	business card holder
Parks & Rec	\$438.23	Trash holders, garbage grabbers, bags
	\$427.40	20 long reach grabbers for Earth Day
Library	\$335.93	hard drives
	\$103.55	door pulls, cable, sanitizer
	\$98.25	programming supplies
	\$455.34	Library materials
	\$2,035.97	

City of Grimes Claims 4 27 2021

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT-LIBRARY	133.1
CHARLES GABUS FORD	OIL CAP FOR A384	5.49
PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	2,109.39
3M COMPANY	SIGN MATERIALS	402
A KINGS THRONE LLC	PORTABLE RESTROOMS	371.8
RASMUSSEN AMANDA	2020 MED REIMBURSEMENT	2,000.00
EUROFINS TESTAMERICA	LAB TESTS	660
SHERWIN WILLIAMS CO.	PAINT FOR FIELD MARKINGS	185.29
BAKER & TAYLOR	LIBRARY MATERIALS	1,676.87
BARCO MUNICIPAL	STREET DEPT/RIVETS	389.74
BLACK HILLS ENERGY	GAS	755.78
SHADRAN INDUSTRIAL & SANI	MARCH CLEANING CH	631.89
BOMGAARS	VEH REPAIR-SIGN TRUCK W/CRANE	1,077.32
BSN SPORTS	BASEBALL BASES	1,260.89
CAPITAL CITY EQUIP. CO.	EXCAVATOR RENTAL	404
CARROLL CONSTRUCTION	WASHOUT SYSTEM	5,260.14
CENTRAL IOWA PEST	PEST CONTROL GCC	325
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,104.23
CORE & MAIN	SIGNS	274.2
CUSTOM STEEL BUILDERS	PLOW/SNOW TRUCK REPAIR	532
DELTA DENTAL OF IOWA	EMPLOYEE INSURANCE	5,218.56
RD MCKINNEY PLUMB/EXC	CURB STOP 501 SW SUNSET CT	418.5
HUTCHINS FIONNUALA	2020 MED REIMBURSEMENT	2,000.00
FIRE RECOVERY EMS	MARCH FEES-AMBULANCE COLLECT	8.1
HACH COMPANY	LAB CHEMICALS	433.25
HAWKEYE TRUCK EQUIPMENT	VEHICLE REPAIR	4,730.00
RODAN OFFICE CLEANING	LIBRARY CLEANING MARCH	630
HOTSY CLEANING SYSTEMS, I	EQUIP MAINT	735
RELIANT GASES, LTD	CO2 GAS	359.03
IOWA ASSN OF MUNICIPAL UT	SGCIS-APRIL-JUNE 2021	5,933.37
IOWA DEPT OF REVENUE	STATE TAXES	13,315.00
INSPIRON LOGISTICS LLC	ANNUAL WENS SER 6/1/21-5/31/22	1,385.00
IOWA DEPT.OF TRANSPORTION	SIGN TUBING ANCHOR	261
IOWA LEAGUE OF CITIES	SPRING CONF REG OLIVIA	125
IOWA ONE CALL	LOCATES	507.6
IOWA FIRE EQUIPMENT CO.	PW FIRE EXT SERVICE	1,369.80
IPERS	IPERS- REGULAR	51,177.22
JETCO, INC.	SERVICE/REPAIRS RECARB VALVES	374.3
NATIONS KRISTEN	BOOTCAMP PAYMENT REFUND	540
KECK ENERGY	FUEL	1,923.68
KLEENER IMAGE, INC.	MULCH	950
KLINE ELECTRIC INC	MAIN ST LIGHT REPAIR	1,400.00
LEAF	COPIER LEASE GCC	77.97
LIBERTY READY MIX	STREET MAINTENANCE	7,855.00
LOGAN CONTRACTORS SUPPLY	HOT BOX FOR ASPHALT REPAIRS	33,972.40
LOGOED APPAREL & PROMOTIO	WATER BOTTLES-PRIZES	752.98

MAIL SERVICES	MONTHLY UTILITY STATEMENTS	3,966.43
MARTIN MARIETTA AGGREGATE	FILL SAND	130.32
MEDIACOM	INTERNET PW	387.17
MENARDS HICKMAN RD	BLDG MAINT-KS SWEEP COMPOUND	79.96
METRO WASTE AUTHORITY	MULCH FOR PARKS	156.32
MIDAMERICAN ENERGY	POWER	10,951.47
MISSISSIPPI LIME CO.	QUICK LIME	4,658.40
MTI DISTRIBUTING INC.	NORTH COMPLEX IRRIGATION	691.7
MUNICIPAL SUPPLY, INC.	WATER METERS	38,825.50
O'REILLY AUTO PARTS	WIPER BLADES FOR L375	33.91
OFFICE DEPOT CITY HALL	OFFICE SUPPLIES	270.55
TRUE VALUE	EQUIP LEASE - BOBCAT W/BUCKET	515.56
PC PRINT CENTER	DONOR BROCHURE - LIBRARY	33.75
POLK COUNTY TREASURER	MARCH LAW ENFORCEMENT	114,323.00
SPRAYER SPECIALTIES	EQUIP MAINT	168.35
STAR EQUIPMENT LTD.	SIGN TRUCK BOOM REPAIR	5,038.26
TAPCO	RADAR FEEDBACK SIGN	3,890.20
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,573.08
SYNCB/AMAZON	LIBRARY/BLDG DEPT MATERIALS	2,035.97
US WATER	APRIL SERVICE	72,062.05
CINTAS CORPORATION - #762	RUGS AND SUPPLIES - WTR PLT	78.01
USA BLUE BOOK	LAB SUPPLIES	1,043.99
VERIZON WIRELESS, BELLEVU	CELL PHONES & HOT SPOTS	349.87
VEENSTRA AND KIMM, INC.	WRA CONNECTOR	19,851.90
VAN WALL EQUIPMENT	EQUIP MAINT GROOMER	755.53
WEST SIDE MECHANICS	SERVICE & REPAIR ON E371	2,748.94
WELLMARK BLUE CROSS	EMPLOYEE INSURANCE	2,150.19
WHITFIELD & EDDY	SERVICES THRU MARCH 31, 2021	18,208.29
CENTURY LINK	PHONE	2,151.01
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	1,074.36
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT LIBRARY	186.58
IOWA DEPT. NAT. RESOURCES	PERMIT/RO WTR TREAT PLT	100
EFTPS	FED/FICA TAX	40,334.82
FISK ERIK	STAFF WORKSHOP	51.73
KARL CHEVROLET	S102 BUCKET TRUCK-LINEAR LIGHT	274.96
PFALTZGRAFF ALEX	2021 MED REIMBURSEMENT	2,618.88
CUSTOM CONVEYOR CORP	SURGE HOPPER VENT SOCK	153
CREATIVEBUG	LIBRARY SUBSCRIPTION 5/21-4/22	900
BENTLEY RIDGE TREE FARM	TREES & SUPPLIES ARBOR DAY 21	4,231.00
MENARDS GRIMES	S COMPLEX ROOF MAINT	1,144.73
BOLTON AND MENK INC	HWY 44 & SW CO LN RD INTERSECT	10,831.50
POMP'S TIRE SERVICE, IND	TIRE REPAIR A384	149
MCCLURE ENGINEERING	RO WATER TREAT PLANT	57,957.09
BULK TRANSPORT CO EAST	LIME DELIVERY	2,094.66
COPY SYSTEMS INC	MONTHLY FIRE COPIER CONTRACT	39
SHI INTERNATIONAL CORP	PLANNER LAPTOP DOCK	258
VOYA	JAKE A-DEFER COMP BENEFIT	2,960.00

VOYA	EMPLOYEE DEFER COMP	1,606.00
FOTH INFRASTRUCTURE & ENV	JAMES ST CORRIDOR STUDY	86,544.80
AIG	DEFER COMP PRE	432.5
HORACE MANN	DEFER COMP ROTH	175
MASSMUTUAL	DEFER COMP PRE	500
CENTURY LINK 02	PHONE	181.24
LEAGUE OF NEBRASKA MUNICP	JOB POSTING - PW DIRECTOR	42.35
LEAGUE OF MINNESOTA CITIES	PUBLIC WORKS DIR JOB POSTING	368
THE BARN, LLC	RUBBER HITTING MAT/N&S COMPLEX	759.6
MICROMARKETING LLC	MATERIALS	29.99
ZOOM VIDEO COMMUNICATION	12/29/20-1/28/21 OVERAGE FEE	16
KERNS DAVID	YOUTH SPORTS REFUND	30
MISSOURI MUNICIPAL LEAGUE	PUBLIC WORKS DIR JOB POSTING	90
GENERAL TRAFFIC CONTROLS	BRKSDE TRF SIGNAL-VIDEO DETECT	26,092.00
GOLDEN VALLEY HARDSCAPES	WATER WORKS PARK-PLYGD MULCH	4,488.75
AIRGAS USA LLC	WELDING/SAFETY	287.28
SCENTAIR TECHNOLOGIES	ATTCHMNT FOR FURNACE/CLEAN AIR	149
CLOUSER PLUMBING TECH	PLUMBING PERMIT REFUND	13
CORELL CONTRACTOR	PAINT -PLOW/DUMP TRUCK	4,700.00
WELCH, AARON	YOUTH SPORTS REFUND	80
NESBITT AMY	YOUTH SPORTS REFUND	20
WOLF, KENDRA	FACILITY DEPOSIT REFUND	50
GEARY SARAH	FACILITY DEPOSIT REFUND	50
GOTTSCHALK MARY	FACILITY DEPOSIT REFUND	50
SHEPHERD MEGAN	YOUTH PROGRAM REFUND	140
PER MAR SECURITY SERVICES	MONITORING SERV 3/28-6/27 GCC	595
DEPOSIT REFUNDS	REFUND DATE 04/20/2021	100
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>109,124.97</u>
	CLAIMS TOTAL	825,216.36
	GENERAL FUND	337,638.18
	LIBRARY FUND FUND	27,404.08
	ROAD USE TAX FUND	86,001.63
	EMPLOYEE BENEFITS FUND	15,137.07
	CP-Water Tower 2019 FUND	872.5
	CP-Water Plant Exp 2019 FUND	43,954.59
	WRA SANI SEWER CONNECTION FUND	18,012.79
	NW TERRITORY LIFT STATION FUND	4,747.40
	HWY44 & COUNTY LN RD 2020 FUND	36,923.50
	SE 11th ST RR/James 2019 FUND	1,170.00
	WATER SYSTEM STUDY FUND	13,130.00
	JAMES ST CORRIDOR STUDY FUND	74,409.80
	SE 6TH & S JAMES INTERSEC FUND	12,135.00
	WATER FUND	95,809.81
	SEWER FUND	49,019.95
	STORM WATER FUND	<u>8,850.06</u>
		825,216.36



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of April 27, 2021

AGENDA HEADING: County Line Road Intersection Improvements – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on April 21, 2021 and the following are the results:

Absolute Concrete - \$980,161.50
Iowa Civil Contracting, Inc. - \$1,026,363.75
Halbrook Excavating - \$1,120,500.00
Engineering Estimate - \$894,107.50

The results of the bidding showed limited interest in this project, but the bids were in a good grouping around \$1,000,000.00 with the low bidder about \$86,000 over the engineer's estimate. The low bidder is Absolute Concrete of Slater, Iowa. City staff and the engineer have worked with Absolute Concrete in the past with good results. They are fully capable of completing this project and we are not aware of any issues concerning the award of the project to them.

City staff directed the engineer to look into why there were only 3 bids for the work on this project. The engineer contacted some of the contractors that called with questions, but didn't submit a bid. CTI said they were looking for a bigger project to support their batch plant; Jasper Construction Services was worried about the completion date and has their paving guys booked up until late summer; Elder was too busy to prime the project, but was looking to possibly be a sub to Absolute; and Alliance recently picked up a good share of work in West Des Moines and didn't want to over commit. There are also some other factors involving the bidding environment for this type of work, a larger amount of private development projects and the size & complexity of this project. Even with all these factors working against this project, the low bid was still only over the engineer's estimate by less than 10% and a quality contractor won the bid.



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

FISCAL IMPACT: This project came in about \$86,000 over the engineer's estimate and is in the current Capital Improvements Program for construction this year. It is noteworthy that this project is coming from the same CIP line item as the Brookside Drive Intersection Improvements and that project came in \$60,000 under the engineer's estimate.

PREVIOUS COUNCIL ACTION(S):

Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE COUNTY LINE ROAD INTERSECTION IMPROVEMENTS", and moved that the same be adopted. Council Member _____ 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 04-3321

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE COUNTY LINE ROAD
INTERSECTION IMPROVEMENTS

WHEREAS, on the 23rd day of March, 2021, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the County Line Road Intersection Improvements; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. 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 the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 27th day of April, 2021.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE COUNTY LINE ROAD INTERSECTION IMPROVEMENTS", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2021, at this place.

Council Member _____ 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 04-3421

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE
COUNTY LINE ROAD INTERSECTION IMPROVEMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the County Line Road Intersection Improvements, described in the plans and specifications heretofore adopted by this Council on April 27, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Absolute Concrete of Slater, Iowa

Amount of bid: \$980,161.50

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 27th day of April, 2021.

Mayor

ATTEST:

City Clerk

Line No.	Description	Unit	Quantity	Engineer's Estimate		Absolute Concrete Slater, IA		Iowa Civil Contracting, Inc Victor, IA		Halbrook Excavating Ankeny, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	LS	1	\$2,500.00	\$2,500.00	\$1,131.00	\$1,131.00	\$1,300.00	\$1,300.00	\$4,500.00	\$4,500.00
2	EXCAVATION, CLASS 10	CY	1224	\$10.00	\$12,240.00	\$10.00	\$12,240.00	\$15.00	\$18,360.00	\$15.00	\$18,360.00
3	EXCAVATION, CLASS 10, BORROW	CY	2769	\$15.00	\$41,535.00	\$16.00	\$44,304.00	\$16.00	\$44,304.00	\$22.00	\$60,918.00
4	SUBGRADE PREPARATION	SY	6150	\$2.50	\$15,375.00	\$3.00	\$18,450.00	\$3.00	\$18,450.00	\$5.00	\$30,750.00
5	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	6150	\$8.00	\$49,200.00	\$7.00	\$43,050.00	\$7.00	\$43,050.00	\$8.00	\$49,200.00
6	SUBBASE, MODIFIED, 6 IN	SY	6150	\$9.00	\$55,350.00	\$10.00	\$61,500.00	\$10.00	\$61,500.00	\$12.00	\$73,800.00
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$70.00	\$7,000.00	\$58.00	\$5,800.00	\$58.00	\$5,800.00	\$10.00	\$1,000.00
8	STORM SEWER, TRENCHED, RCP, 15 IN	LF	85	\$70.00	\$5,950.00	\$103.00	\$8,755.00	\$103.00	\$8,755.00	\$55.00	\$4,675.00
9	STORM SEWER, TRENCHED, RCP, 30 IN	LF	520	\$105.00	\$54,600.00	\$109.00	\$56,680.00	\$109.00	\$56,680.00	\$125.00	\$65,000.00
10	STORM SEWER, TRENCHLESS, RCP, 30 IN	LF	100	\$450.00	\$45,000.00	\$555.00	\$55,500.00	\$555.00	\$55,500.00	\$500.00	\$50,000.00
11	PIPE ARON, CONC, 30 IN. W/ FOOTING (REMOVE, SALVAGE, AND REINSTALL)	EA	1	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00
12	SUBDRAIN, PERFORATED PLASTIC, PIP, 6 IN	LF	1080	\$13.50	\$14,580.00	\$21.50	\$23,220.00	\$21.50	\$23,220.00	\$20.00	\$21,600.00
13	SUBDRAIN, CLEANOUT, TYPE A-1, 8 IN.	EA	2	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00
14	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$350.00	\$2,100.00
15	FIELD TILE REPAIR, <10"	LF	100	\$35.00	\$3,500.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$30.00	\$3,000.00
16	WATER MAIN, LOWERING, TRENCHED, DIP, 12 IN	LS	1	\$4,000.00	\$4,000.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$12,000.00	\$12,000.00
17	FIXTURE ADJUSTMENT	EA	4	\$250.00	\$1,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,250.00	\$5,000.00
18	STORM MANHOLE, SW-401, 72 IN.	EA	3	\$7,500.00	\$22,500.00	\$6,650.00	\$19,950.00	\$6,650.00	\$19,950.00	\$4,500.00	\$13,500.00
19	INTAKE, SW-501	EA	1	\$3,500.00	\$3,500.00	\$2,400.00	\$2,400.00	\$3,900.00	\$3,900.00	\$3,000.00	\$3,000.00
20	INTAKE, SW-505	EA	1	\$5,000.00	\$5,000.00	\$4,450.00	\$4,450.00	\$5,950.00	\$5,950.00	\$4,500.00	\$4,500.00
21	INTAKE, SW-506	EA	2	\$7,500.00	\$15,000.00	\$7,250.00	\$14,500.00	\$8,750.00	\$17,500.00	\$6,500.00	\$13,000.00
22	PAVEMENT, PCC, 8 IN.	SY	2070	\$65.00	\$134,550.00	\$75.00	\$155,250.00	\$88.00	\$182,160.00	\$98.00	\$203,760.00
23	PAVEMENT, PCC, 10 IN.	SY	3000	\$75.00	\$225,000.00	\$85.00	\$255,000.00	\$88.00	\$264,000.00	\$98.00	\$294,000.00
24	CONCRETE MEDIAN	SY	71	\$65.00	\$4,615.00	\$25.00	\$1,775.00	\$120.00	\$8,520.00	\$275.00	\$19,525.00
25	GRANULAR SHOULDER AND DRIVEWAY, 7 IN.	SY	535	\$15.00	\$8,025.00	\$15.00	\$8,025.00	\$15.00	\$8,025.00	\$16.00	\$8,560.00
26	PAVEMENT REMOVAL	SY	3375	\$10.00	\$33,750.00	\$16.00	\$54,000.00	\$17.00	\$57,375.00	\$10.00	\$33,750.00
27	PAINTED PAVEMENT MARKINGS, WATERBORNE	EA	80.1	\$200.00	\$16,020.00	\$65.00	\$5,206.50	\$65.00	\$5,206.50	\$85.00	\$6,808.50
28	PAINTED PAVEMENT SYMBOLS, WATERBORNE	EA	6	\$180.00	\$1,080.00	\$100.00	\$600.00	\$100.00	\$600.00	\$175.00	\$1,050.00
29	PAVEMENT MARKINGS REMOVED	STA	17	\$150.00	\$2,550.00	\$115.00	\$1,955.00	\$115.00	\$1,955.00	\$85.00	\$1,445.00
30	TEMPORARY TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$8,200.00	\$8,200.00	\$8,200.00	\$8,200.00	\$17,500.00	\$17,500.00
31	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.5	\$1,500.00	\$750.00	\$3,000.00	\$1,500.00	\$2,750.00	\$1,375.00	\$3,000.00	\$1,500.00
32	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 2)	AC	0.75	\$1,500.00	\$1,125.00	\$2,950.00	\$2,212.50	\$2,500.00	\$1,875.00	\$2,850.00	\$2,137.50
33	SWPPP PREPARATION	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$875.00	\$875.00
34	SWPPP MANAGEMENT	LS	1	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00
35	FILTER SOCK, 9 IN.	LF	1115	\$2.50	\$2,787.50	\$2.50	\$2,787.50	\$1.75	\$1,951.25	\$2.00	\$2,230.00
36	RIP RAP, CLASS E	TON	30	\$60.00	\$1,800.00	\$70.00	\$2,100.00	\$70.00	\$2,100.00	\$70.00	\$2,100.00
37	SILT FENCE OR SILT FENCE DITCH CHECK	LF	2730	\$2.50	\$6,825.00	\$1.50	\$4,095.00	\$1.40	\$3,822.00	\$2.00	\$5,460.00
38	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.1	\$1,000.00	\$2,100.00	\$1,500.00	\$3,150.00	\$1,400.00	\$2,940.00	\$1,600.00	\$3,360.00
39	INLET PROTECTION DEVICE	EA	7	\$150.00	\$1,050.00	\$175.00	\$1,225.00	\$150.00	\$1,050.00	\$175.00	\$1,225.00
40	MOBILIZATION	LS	1	\$51,000.00	\$51,000.00	\$61,000.00	\$61,000.00	\$100,000.00	\$100,000.00	\$85,161.00	\$85,161.00
41	CONCRETE WASHOUT	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
42	FENCE REMOVAL	LF	350	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$10.00	\$3,500.00
TOTAL AMOUNT BID				\$894,107.50		\$980,161.50		\$1,026,363.75		\$1,120,500.00	

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE COUNTY LINE ROAD INTERSECTION IMPROVEMENTS", and moved its adoption. Council Member _____ 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 04-3521

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE COUNTY LINE ROAD INTERSECTION IMPROVEMENTS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the County Line Road Intersection Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Absolute Concrete of Slater, Iowa

Amount of bid: \$980,161.50

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 27th day of April, 2021.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Grimes City Hall** this _____ day of _____, 20_____, by and between the **City of Grimes, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

County Line Road Intersection Improvements

The construction of the County Line Road Intersection Improvements at the intersection of Highway 44/W 1st Street and County Line Road includes approximately 3375 square yards (SY) of pavement removal, 2070 SY of 8" PCC Pavement, 3000 SY of 10" PCC Pavement, 6150 SY of subgrade preparation, 6150 SY of modified subbase, 100 LF of trenchless 30-inch storm sewer, 520 LF of trench 30-inch storm sewer, 85 LF of trench 15-inch storm sewer, drainage structures, grading, restoration, and other miscellaneous associated work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ DOLLARS (\$_____), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project by **August 31st, 2021**. Full completion for the overall project shall be defined as all utility, grading, pavement, and surface restoration construction completed, with the new streets and sidewalks fully open to traffic and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By: _____

(Seal)

ATTEST:

CONTRACTOR:

Contractor

By: _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

State of _____)
) SS
_____ County)

Notary Public in and for the State of _____
My commission expires _____, 20____

State of _____)
) SS
_____ County)

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
1	CLEARING AND GRUBBING	LS	1	\$	\$
2	EXCAVATION, CLASS 10	CY	1224	\$	\$
3	EXCAVATION, CLASS 10, BORROW	CY	2769	\$	\$
4	SUBGRADE PREPARATION	SY	6150	\$	\$
5	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	6150	\$	\$
6	SUBBASE, MODIFIED, 6 IN.	SY	6150	\$	\$
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$	\$
8	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	85	\$	\$
9	STORM SEWER, TRENCHED, RCP, 30 IN.	LF	520	\$	\$
10	STORM SEWER, TRENCHLESS, RCP, 30 IN.	LF	100	\$	\$
11	PIPE APRON, CONC, 30 IN. W/ FOOTING (REMOVE, SALVAGE, AND REINSTALL)	EA	1	\$	\$
12	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN.	LF	1080	\$	\$
13	SUBDRAIN CLEANOUT, TYPE A-1, 8 IN.	EA	2	\$	\$
14	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6	\$	\$
15	FIELD TILE REPAIR, < 10"	LF	100	\$	\$
16	WATER MAIN LOWERING, TRENCHED, DIP, 12 IN.	LS	1	\$	\$
17	FIXTURE ADJUSTMENT	EA	4	\$	\$
18	STORM MANHOLE, SW-401, 72 IN.	EA	3	\$	\$
19	INTAKE, SW-501	EA	1	\$	\$
20	INTAKE, SW-505	EA	1	\$	\$
21	INTAKE, SW-506	EA	2	\$	\$
22	PAVEMENT, PCC, 8 IN.	SY	2070	\$	\$

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
23	PAVEMENT, PCC, 10 IN.	SY	3000	\$	\$
24	CONCRETE MEDIAN	SY	71	\$	\$
25	GRANULAR SHOULDER AND DRIVEWAY, 7 IN.	SY	535	\$	\$
26	PAVEMENT REMOVAL	SY	3375	\$	\$
27	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	80.1	\$	\$
28	PAINTED SYMBOLS AND LEGENDS, WATERBORNE	EA	6	\$	\$
29	PAVEMENT MARKINGS REMOVED	STA	17	\$	\$
30	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
31	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.50	\$	\$
32	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 2)	AC	0.75	\$	\$
33	SWPPP PREPARATION	LS	1	\$	\$
34	SWPPP MANAGEMENT	LS	1	\$	\$
35	FILTER SOCK, 9 IN.	LF	1115	\$	\$
36	RIP RAP, CLASS E	TON	30	\$	\$
37	SILT FENCE OR SILT FENCE DITCH CHECK	LF	2730	\$	\$
38	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.1	\$	\$
39	INLET PROTECTION DEVICE	EA	7	\$	\$
40	MOBILIZATION	LS	1	\$	\$
41	CONCRETE WASHOUT	LS	1	\$	\$
42	FENCE REMOVAL	LF	350	\$	\$

TOTAL AMOUNT BID =

\$



*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of April 27, 2021

AGENDA HEADING: South Sports Complex Irrigation Project – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on April 21, 2021 and the following are the results:

Irrigation-IA, LLC - \$174,451.00

Meston Brothers Irrigation - \$188,000.00

T and T Sprinkler Service - \$295,000.00

Des Moines Property Services - \$172,000.00 (Contractor failed to acknowledge addendum #1. Bid read under advisement. Bid was rejected)

Engineering Estimate - \$201,500.00

The results from the bidding showed good interest in this project with of bids coming in around \$170,000-\$190,000 and the low bidder being at 13% under the engineer's estimate. The low bidder is Irrigation-IA, LLC from Huxley, Iowa.

FISCAL IMPACT: This project came in \$27,049.00 under the engineer's estimate and is in the Capital Improvements Program for construction this year. Additional costs related to this project are seeding of trenches by City staff and inspection time conducted by City staff.

PREVIOUS COUNCIL ACTION(S):

Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SOTUH SPORTS COMPLEX IRRIGATION PROJECT", and moved that the same be adopted. Council Member _____ 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 04-3821

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SOUTH SPORTS COMPLEX IRRIGATION PROJECT.

WHEREAS, on the 27th day of April, 2021, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the South Sports Complex Irrigation Project; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. 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 the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 27th day of April, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SOUTH SPORTS COMPLEX IRRIGATION PROJECT", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2021, at this place.

Council Member _____ 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 04-3921

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SOUTH SPORTS COMPLEX IRRIGATION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the South Sport Complex Irrigation Project, described in the plans and specifications heretofore adopted by this Council on April 27, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Irrigation-IA, LLC of Huxley, Iowa

Amount of bid: \$174,451.00

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 27th day of April, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE SOUTH SPORTS COMPLEX IRRIGATION PROJECT", and moved its adoption. Council Member _____ 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 04-4021

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE SOUTH SPORTS COMPLEX IRRIGATION PROJECT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the South Sports Complex Irrigation Project, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	<u>Irrigation-IA, LLC of Huxley, Iowa</u>
Amount of bid:	<u>\$174,451.00</u>
Bond surety:	_____
Date of bond:	_____
Portion of project:	<u>All construction work</u>

PASSED AND APPROVED this 27th day of April, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of April 27, 2021

AGENDA HEADING:

Site Plan Approval – 1884 SE Destination Drive

SYNOPSIS:

The north side of the site is currently developed with a 12,000 square foot retail building. The applicant has requested approval to construct the second phase to include a 6,000 square foot building and parking located on the south portion of the lot.

This site is zoned M-1A and is located within Zone 2 of the HWY 141 Corridor Overlay.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Site Plan – 1861 SE Destination Drive

Approve Site Plan Amendment (Architecture) – 1861 SE Destination Drive

BOARD/COMMISSION ACTION(S):

Recommendation of Approval, Planning & Zoning Commission – 4/6/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approve of the site plan.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: April 6, 2021
RE: Princeton Subdivision Plat 1 Lot 7 – Site Plan Amendment

GENERAL INFORMATION:

Applicant:	JM Commercial Holdings LLC
Requested Action	Site Plan Amendment
Location	1884 SE Destination Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Commercial	Light Industrial	M-1A
North	Industrial	Light Industrial	M-1A
South	Vacant	Mixed Use 2	M-1A
East	Industrial	Light Industrial	M-1A
West	Vacant	Light Industrial	M-1A

BACKGROUND:

The north side of the site is currently developed with a 12,000 square foot retail building. The applicant has requested approval to construct the second phase to include a 6,000 square foot building and parking located on the south portion of the lot.

This site is zoned M-1A and is located within Zone 2 of the HWY 141 Corridor Overlay.

ANALYSIS:*Building/Elevations:*

The building is to be constructed out of Nichiha architectural concrete panels, stone, and metal coping. The building material colors are proposed to be similar to the existing building to provide so cohesion on the site. Additionally, accent lighting is being provided along the south and east facades that face the public streets. The dumpster enclosure is proposed to be constructed of concrete block with metal gate to match the existing dumpster enclosure on the north side of the site. The proposed elevations demonstrate five of the required architectural elements and appear to meet the Highway 141 Corridor regulations.

Site Layout:

The site has full access off of SE Destination Drive. No access is shown out to SE 19th Street, however it is shown that a future connection to the parcel to the west is planned.

Pedestrian connectivity will be provided from the sidewalk along SE 19th Street to the building. Public sidewalk along SE destination is shown as future. At this time, there is no sidewalk on SE Destination, however it is noted on the plans that the City may request its installation in the future.

Parking:

Based upon the proposed use and square footage of both buildings, 72 spaces are required. The site is shown to provide 73 parking spaces. The requisite number of accessible parking spaces and the associated signage is also provided.

Landscaping/Streetscape:

The property is required to provide 15% open space. As presented, 23% open space is shown on the site. Based upon the required open space, a minimum of 24 trees and 24 shrubs are to be planted on site. Additionally, based upon the linear frontage of the site along the ROW, at least

12 trees and 12 shrubs are to be provided. The proposed site plan indicates that 28 trees and 33 shrubs are to be installed on site.

Utilities:

The site's storm water management responsibility is being managed within the existing underground detention facility. There are a number of intakes and overland collection points provided on the site. In the case of an extreme rain event, there is an emergency overtop flow route provided.

Water service for the new building will be provided off of the existing 6" water service on site. The 6,000 square foot building is proposed to be outfitted with a fire suppression system, as such an appropriately located FDC and fire service line are shown on the site.

Sanitary sewer will be accessed via the existing sanitary sewer service on the west side of the building.

STAFF RECOMMENDATION:

Based upon staff's review of the project, we would recommend approval of the proposed site plan amendment for Princeton Subdivision Plat 1 Lot 7, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 2, 2021~~

~~March 15, 2021~~

March 30, 2021

Civil Design Advantage

Attn: Erin Ollendike

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: 1884 SE Destination Drive Site Plan Amendment (Princeton Subdivision Lot 7)

Dear Ms. Ollendike:

The Development Services Department is in receipt of a proposed Site Plan Amendment for the 1884 SE Destination Drive. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Add maximum building height to development summary.~~
- ~~2. Required open space should be 15%. Please revise. Please revise square footage. Should be 11,597 sf.~~

Sheet 2.0 Dimension Plan

- ~~1. Under General Note #5 change construction division to Engineering Dept.~~
- ~~2. Please move the ADA spaces to the north side of the building where they will have the shortest accessible route.~~

Sheet 4.0 Utility Plan

- ~~3. Add City of Grimes standard notes for site plans. Update with current notes. Attached.~~
- ~~4. The revised utility drawing for Building #1 (Revised Final Submittal date of 11/21/19) shows water services coming from the south to the SE building corner and from east to the NE building corner. Confirm water services to the SE bldg. corner~~

- are not in use or provide a tapping sleeve and valve at proposed water service connection.
- ~~5. Label size of existing utility lines.~~
 - ~~6. Revise sheet title to Utility Plan.~~
 - ~~7. Provide roof drain connections.~~
 8. Please move the FDC to within 100' of the hydrant. Preferably on the same corner of the building as the hydrant.
 9. Move sprinkler room and water service west to match the building plans.

Sheet 5.0 Landscape Plan

- ~~1. Please add additional shrubs to screen the transformer from the ROW.~~
- ~~2. Revise Note 5. Ground cover is required to be sod.~~
- ~~3. Update required open space to 15%.~~
- ~~4. Provide 1 shrub per 4 linear feet of frontage.~~
- ~~5. Demonstrate that the plans meet the minimum planting requirements per 165A.16.9~~
- ~~6. Provide plantings along the building faces along ROW.~~

Elevations:

1. Provide lighting cut sheets and photometric plan. Up lighting is required on building faces along ROW. Please provide up lighting on the building. Different light fixtures could be provided or lights could be added to shine from the ground.
2. Show wall lighting locations on the elevation drawings. Are there any other light fixtures proposed? Any LED light strips or colored lighting? All lighting will need to be detailed on the elevations. If the lighting design is changed after the elevations are approved by P&Z and Council, the elevations will need to go back for approval.
- ~~3. Any roof mounted equipment that can't be screened by the parapet is required to be screened.~~

- ~~4. On the east elevation, it does not show the entrance to what appears to be the sprinkler riser room on the site plan submittal. Please show this on the elevation.~~
- ~~5. Staff is concerned that the building is quite different from the existing building. Staff suggests using the same color scheme (dark gray, white, black) as the existing building. Staff suggests switching the brown wood textured Nichiha to dark gray panels similar to the existing building.~~

SWPPP

1. **Provide SWPPP.**

Stormwater Management Plan (SWMP)

- ~~1. Please provide final, signed copy.~~

Site Plan

- ~~1. Sheet 4.0: Existing storm sewer shows 15", but note calls out to connect to existing 12" HDPE pipe. Please verify.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: March 8, 2021
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: April 6, 2021 at 5:30 at the Grimes City Hall

COUNCIL MEETING: April 27, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

SITE PLAN FOR:

LOT 7, PRINCETON SUBDIVISION, PLAT 1 - PHASE 2

GRIMES, IOWA

INDEX OF SHEETS

NO.	DESCRIPTION
C1.0	COVER SHEET
C2.0	DIMENSION PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	LANDSCAPE PLAN (PHASE 1 & 2)
C6.0	DETAILS
A1	BUILDING ELEVATIONS (DESIGN ALLIANCE, INC.)

GENERAL LEGEND

PROPOSED

PROJECT BOUNDARY	_____
LOT LINE	_____
SECTION LINE	_____
CENTER LINE	_____
RIGHT OF WAY	--- R/W ---
PERMANENT EASEMENT	--- P/E ---
TEMPORARY EASEMENT	--- T/E ---
TYPE SW-501 STORM INTAKE	
TYPE SW-503 STORM INTAKE	
TYPE SW-505 STORM INTAKE	
TYPE SW-506 STORM INTAKE	
TYPE SW-513 STORM INTAKE	
TYPE SW-401 STORM MANHOLE	
TYPE SW-402 STORM MANHOLE	
TYPE SW-301 SANITARY MANHOLE	
STORM/SANITARY CLEANOUT	
WATER VALVE	
FIRE HYDRANT ASSEMBLY	
SIGN	
DETECTABLE WARNING PANEL	
STORM SEWER STRUCTURE NO.	
STORM SEWER PIPE NO.	
SANITARY SEWER STRUCTURE NO.	
SANITARY SEWER PIPE NO.	
SANITARY SEWER WITH SIZE	8"S
SANITARY SERVICE	S S S
STORM SEWER	ST ST
STORM SERVICE	ST ST
WATERMAIN WITH SIZE	8"W
WATER SERVICE	W W
SAWCUT (FULL DEPTH)	
SILT FENCE	
USE AS CONSTRUCTED	UAC

EXISTING

SANITARY MANHOLE	
WATER VALVE BOX	
FIRE HYDRANT	
WATER CURB STOP	
WELL	
STORM SEWER MANHOLE	
STORM SEWER SINGLE INTAKE	
STORM SEWER DOUBLE INTAKE	
FLARED END SECTION	
ROOF DRAIN/ DOWNSPOUT	
DECIDUOUS TREE	
CONIFEROUS TREE	
DECIDUOUS SHRUB	
CONIFEROUS SHRUB	
ELECTRIC POWER POLE	
GUY ANCHOR	
STREET LIGHT	
POWER POLE W/ TRANSFORMER	
UTILITY POLE W/ LIGHT	
ELECTRIC BOX	
ELECTRIC TRANSFORMER	
ELECTRIC MANHOLE OR VAULT	
TRAFFIC SIGN	
TELEPHONE JUNCTION BOX	
TELEPHONE MANHOLE/VAULT	
TELEPHONE POLE	
GAS VALVE BOX	
CABLE TV JUNCTION BOX	
CABLE TV MANHOLE/VAULT	
MAIL BOX	
BENCHMARK	
SOIL BORING	
UNDERGROUND TV CABLE	TV
GAS MAIN	G
FIBER OPTIC	FO
UNDERGROUND TELEPHONE	T
OVERHEAD ELECTRIC	OE
UNDERGROUND ELECTRIC	E
FIELD TILE	TILE
SANITARY SEWER W/ SIZE	8"S
STORM SEWER W/ SIZE	15" RCP
WATER MAIN W/ SIZE	8"W

VICINITY MAP

NOT TO SCALE



OWNER

JM COMMERCIAL HOLDINGS, LLC
CONTACT: MATTHEW GUSTAFSON
2159 GRAND AVENUE
WEST DES MOINES, IOWA 50265

APPLICANT

JM COMMERCIAL HOLDINGS, LLC
CONTACT: MATTHEW GUSTAFSON
2159 GRAND AVENUE
WEST DES MOINES, IOWA 50265

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: MIKE BROONER
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

ARCHITECT

DESIGN ALLIANCE INC.
14225 UNIVERSITY AVE., SUITE 110
WAUKEE, IOWA 50263
PH. (515) 225-3469
FX. (515) 225-9649

LEGAL DESCRIPTION

LOT 7, PRINCETON SUBDIVISION PLAT 1, AN OFFICIAL PLAT,
CITY OF GRIMES, POLK COUNTY, IOWA.
CONTAINING 1.77 ACRES

ADDRESS

1884 SE DESTINATION DRIVE

PROPOSED USE

MIXED USE DEVELOPMENT

ZONING

M1-A COMMERCIAL LIMITED LIGHT INDUSTRIAL
DISTRICT: TRANSPORTATION OVERLAY

PROPERTY IS ALSO WITHIN ZONE 2 OF THE HIGHWAY 141
MIXED USE DEVELOPMENT CORRIDOR DISTRICT

DEVELOPMENT SUMMARY

SITE AREA: 1.77 ACRES (77,314 SF)

SETBACKS:

FRONT: 25'
SIDE: 0'
REAR: 25'

MAX BUILDING HEIGHT: 45'

OPEN SPACE REQUIRED: 11,597 SF (15%)

OPEN SPACE PROVIDED: 17,541 SF (23%)

IMPERVIOUS AREAS

BUILDING: 18,000 SF
PARKING LOT: 37,623 SF
SIDEWALKS: 4,150 SF
TOTAL: 59,773 SF (77%)

PARKING:

FLEX COMMERCIAL/RETAIL
1 SPACE PER 250 SF OF GROSS FLOOR AREA

BUILDING #1: 12,000 SF
REQUIRED: 48

BUILDING #2: 6,000 SF
REQUIRED: 24

TOTAL REQUIRED: 72
TOTAL PROVIDED: 73 (48 EXISTING, 25 PROPOSED)

ACCESSIBLE SPACES REQUIRED = 3 SPACES
ACCESSIBLE SPACES PROVIDED = 4 SPACES

DATE OF SURVEY

JULY 26, 2019

BENCHMARKS

ARROW ON HYDRANT @ NW CORNER OF SE
DESTINATION DR AND NW 62ND AVE.
ELEVATION=963.76

PK NAIL IN CURB WEST SIDE OF KUM & GO 10'
+/- SOUTHWEST OF TRASH ENCLOSURE.
PRINCETON AND NW 62ND AVE.
ELEVATION=956.63

PROJECT SCHEDULE

GRADING: MAY 2021
UTILITIES: MAY 2021
PAVING: AUGUST 2021
BUILDING CONSTRUCTION: MAY 2021-OCTOBER 2021

SUBMITTAL DATES

-SITE PLAN SUBMITTAL TO CITY #1: 02/22/2021
-SITE PLAN SUBMITTAL TO CITY #2: 03/11/2021
-SITE PLAN SUBMITTAL TO CITY #3: 04/22/2021



UTILITY WARNING

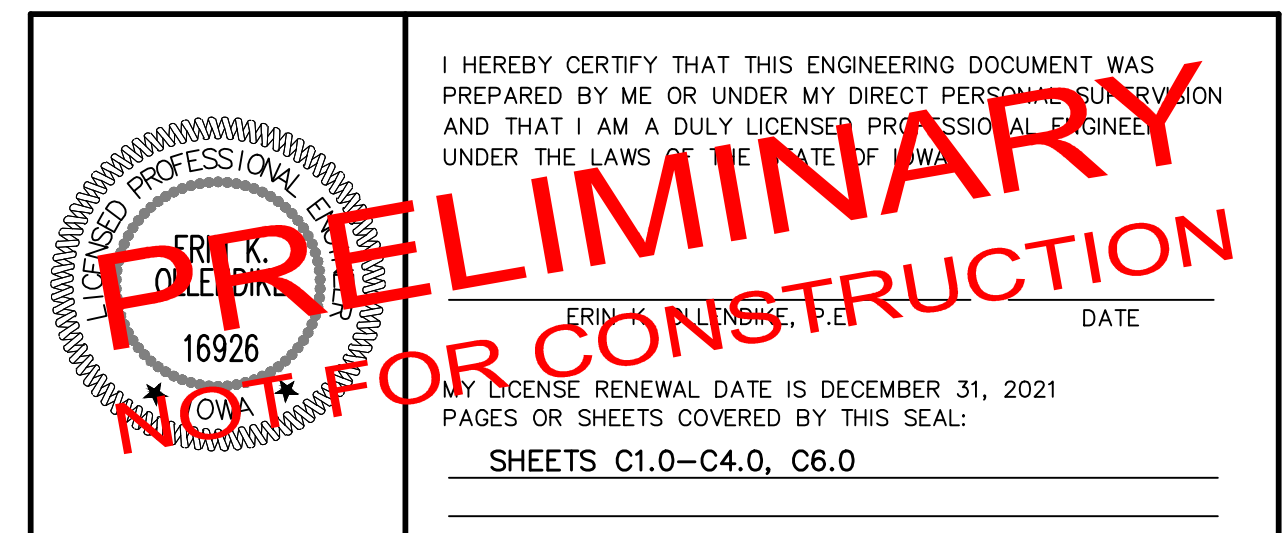
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD
SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE
SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES
SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER
IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER
DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN
THE EXACT LOCATION SHOWN.

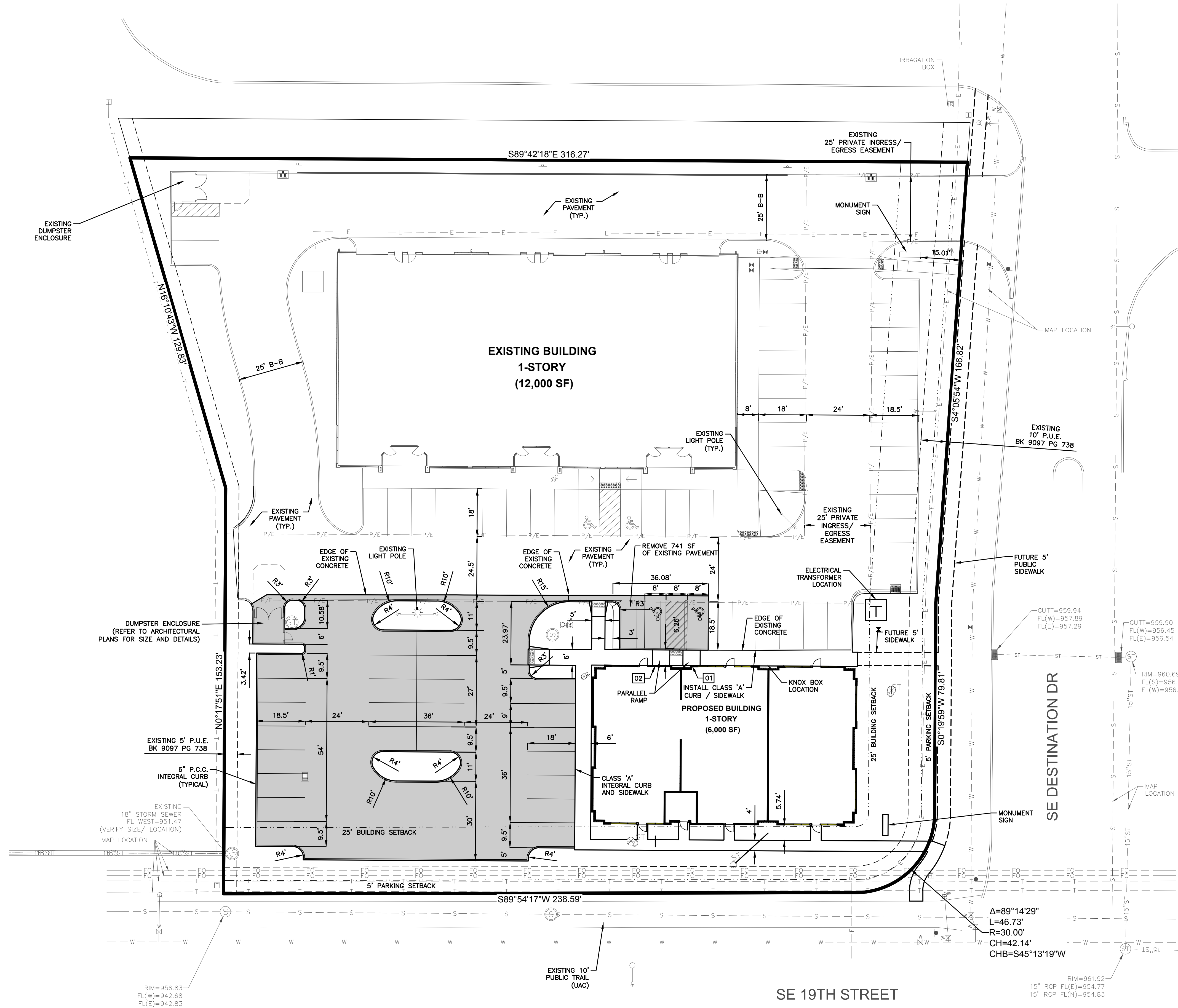


THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES
GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE
INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE
CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND
MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR
ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE
PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY
SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT
UNLESS OTHERWISE NOTED.





GENERAL NOTES

1. THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL SCOUR STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SCOUR STOP PRODUCT SPECIFICATIONS.
19. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
20. MONUMENT SIGNAGE WILL REQUIRE A SEPARATE PERMIT AND APPROVAL PROCESS.
21. THE SIDEWALK ALONG SE DESTINATION DRIVE SHALL BE INSTALLED AT A LATER DATE OR UPON NOTICE GIVEN BY THE CITY OF GRIMES. ONCE NOTICE IS GIVEN THE OWNER OF THE PROPERTY WILL HAVE 30 DAYS TO INSTALL THE SIDEWALK. SHOULD NOTICE BE GIVEN DURING THE WINTER SEASON THE OWNER AND CITY SHALL DETERMINE A SUITABLE DEADLINE DURING THE TYPICAL CONSTRUCTION SEASON.
22. A KNOX BOX WILL BE REQUIRED AND SHALL BE PURCHASED FROM THE KNOX COMPANY.

PAVEMENT THICKNESS

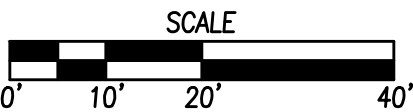
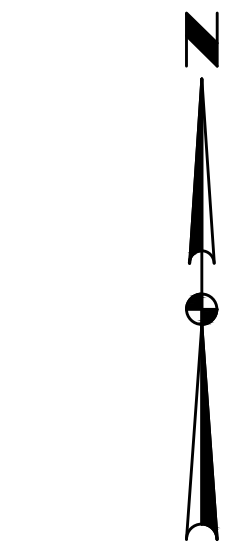
- | | |
|---|-----------|
| 1. SIDEWALKS | 4" P.C.C. |
| 2. PRIVATE ACCESS DRIVES | 6" P.C.C. |
| 3. APPROACH WITHIN ROW | 7" P.C.C. |
| 4. PARKING SPACES | 6" P.C.C. |
| 5. DUMPSTER ENCLOSURE | 8" P.C.C. |
| 6. MINIMUM PAVEMENT DEPTH OF SIDEWALK THROUGH ENTRANCE APPROACH | 7" P.C.C. |

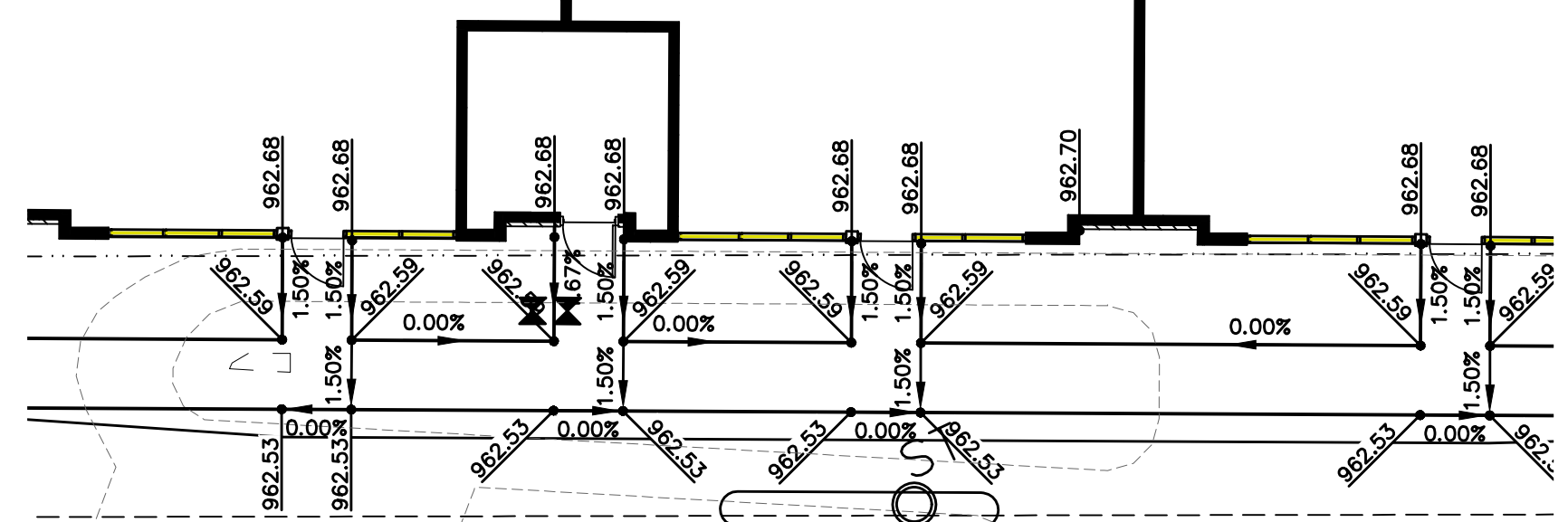
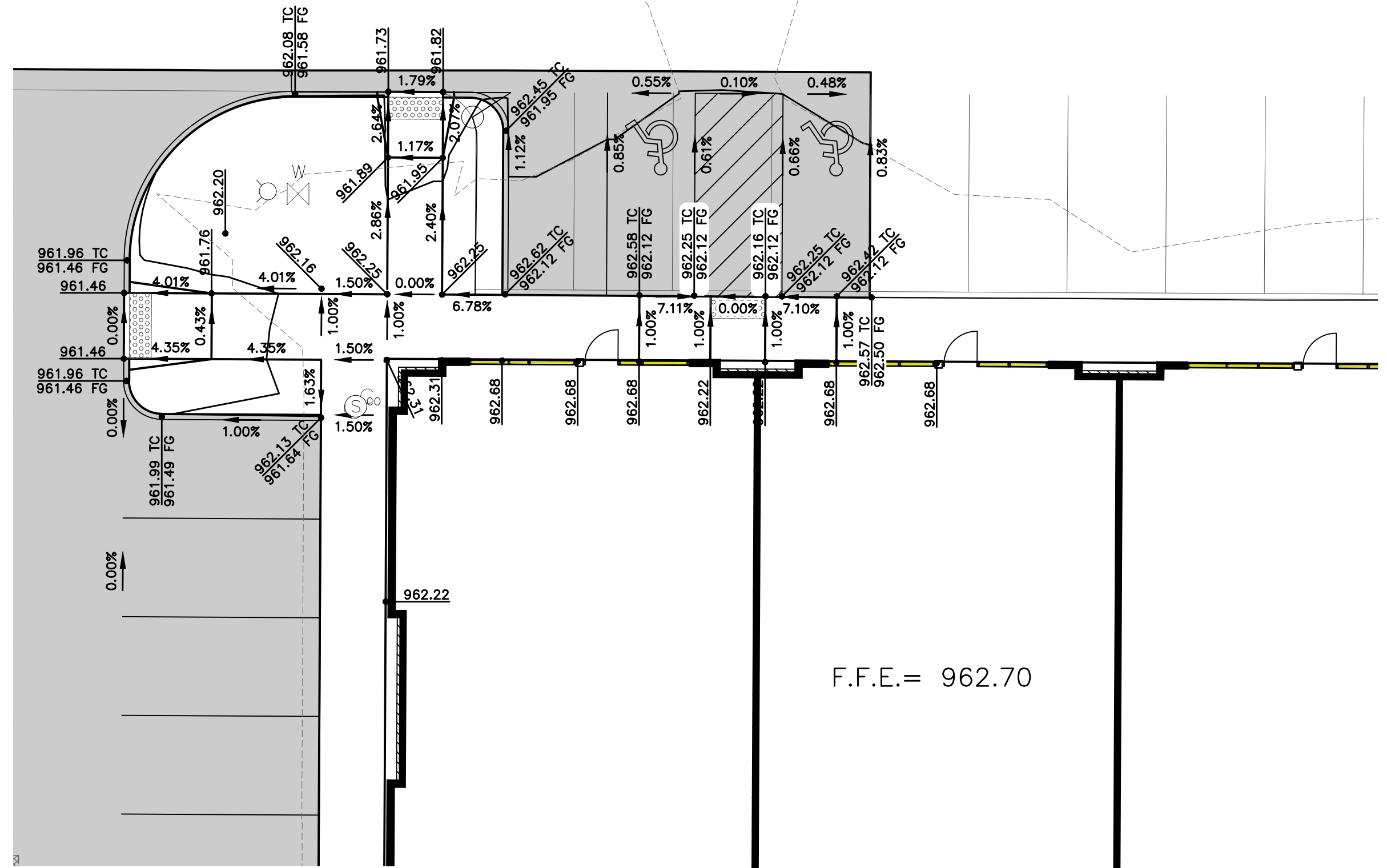
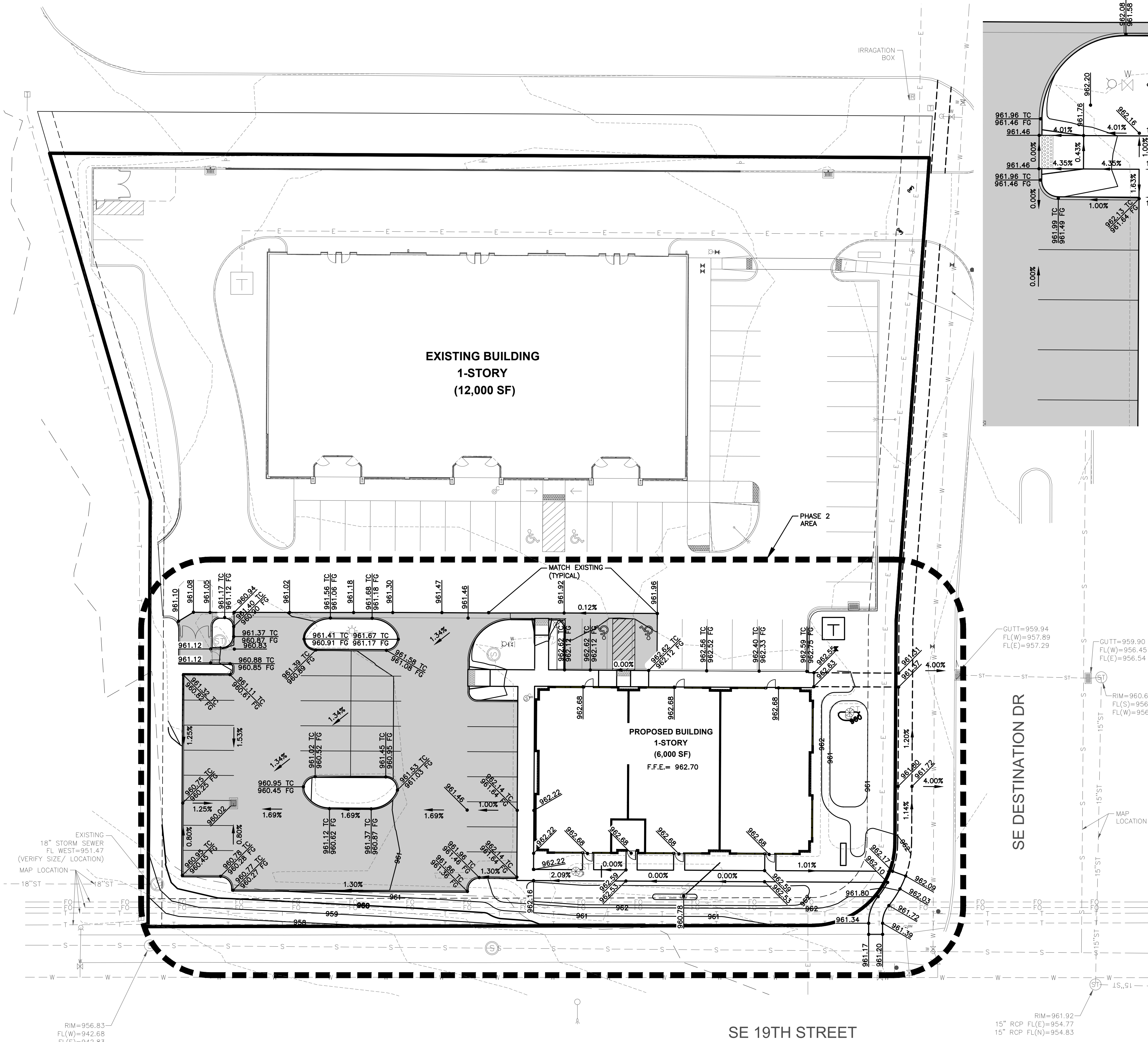
SIGN LEGEND



R7-8a
[01]

R7-8a
[02]

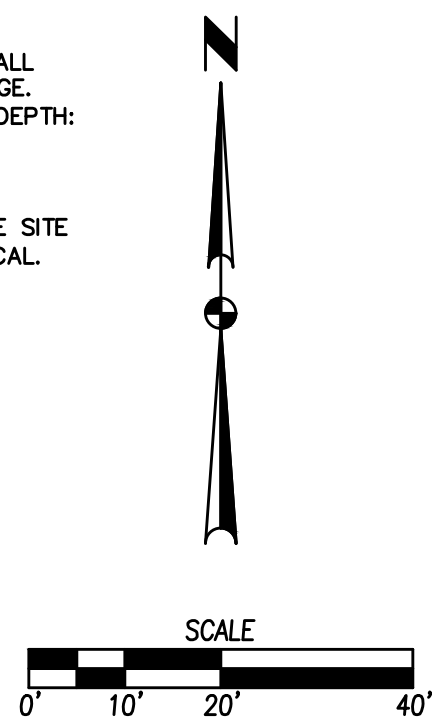


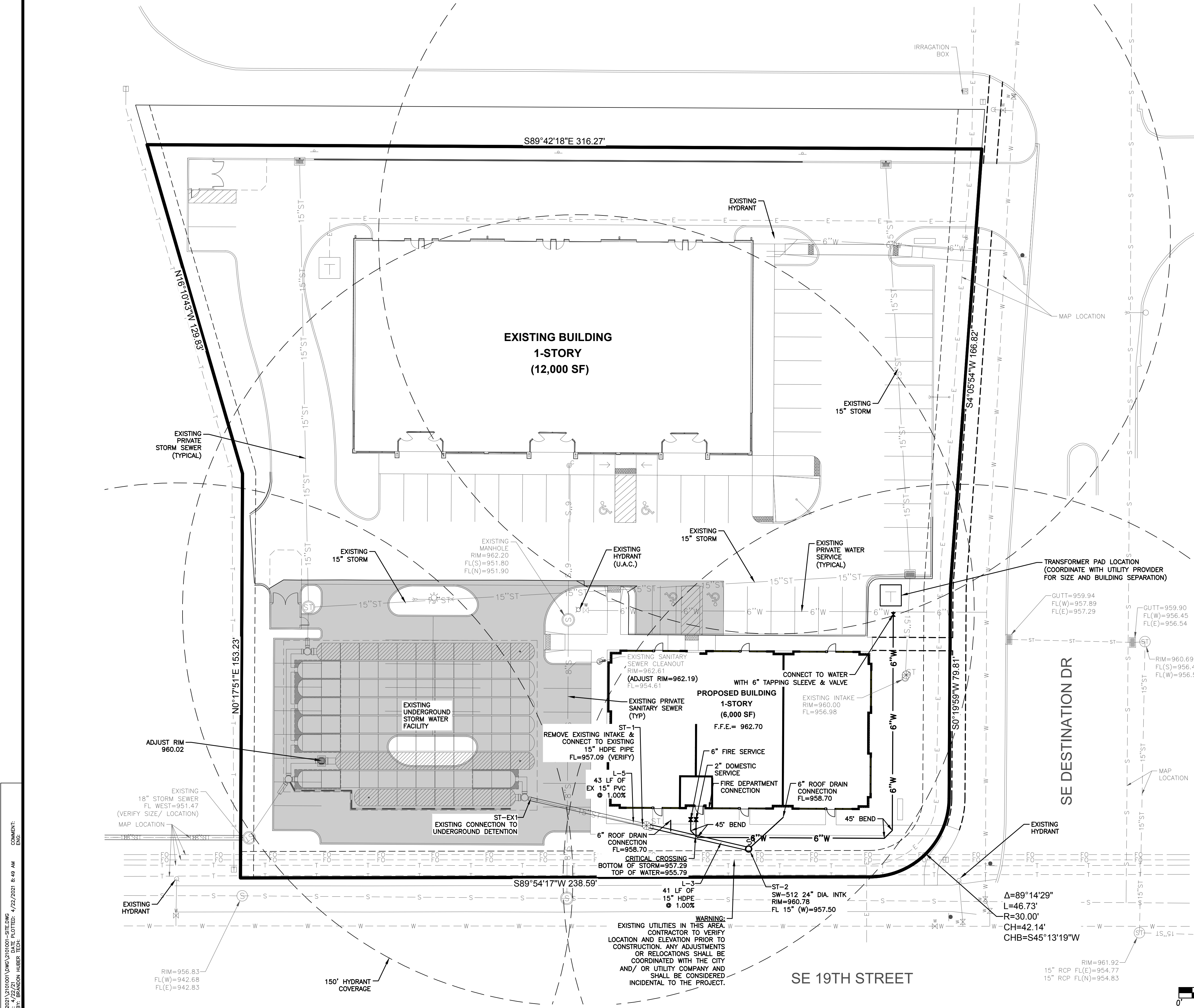


1
1"=10'

GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAIL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS:
MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.



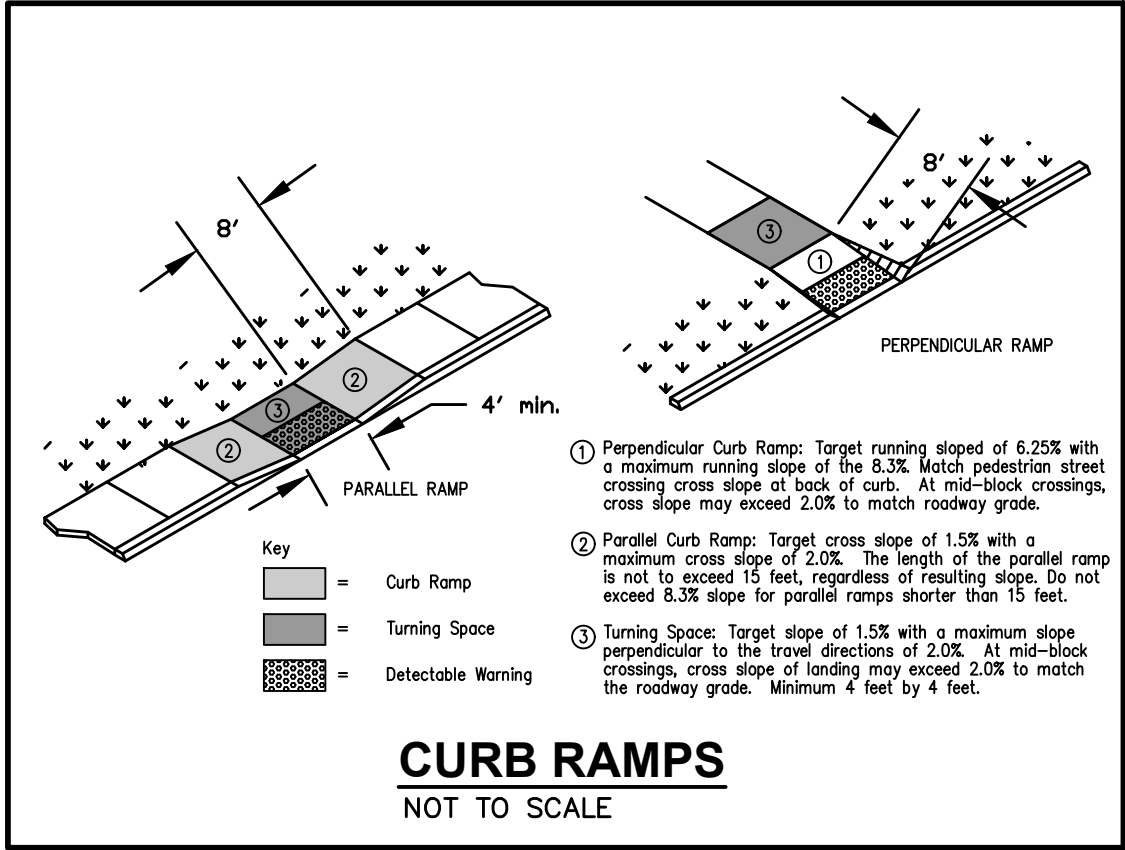
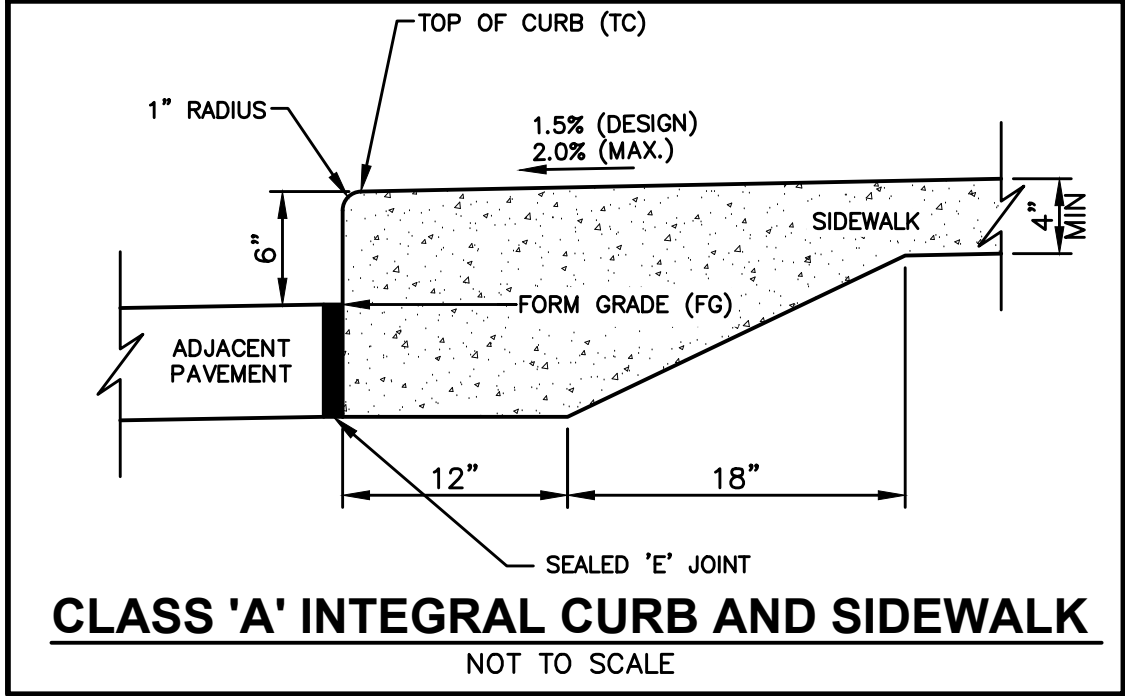
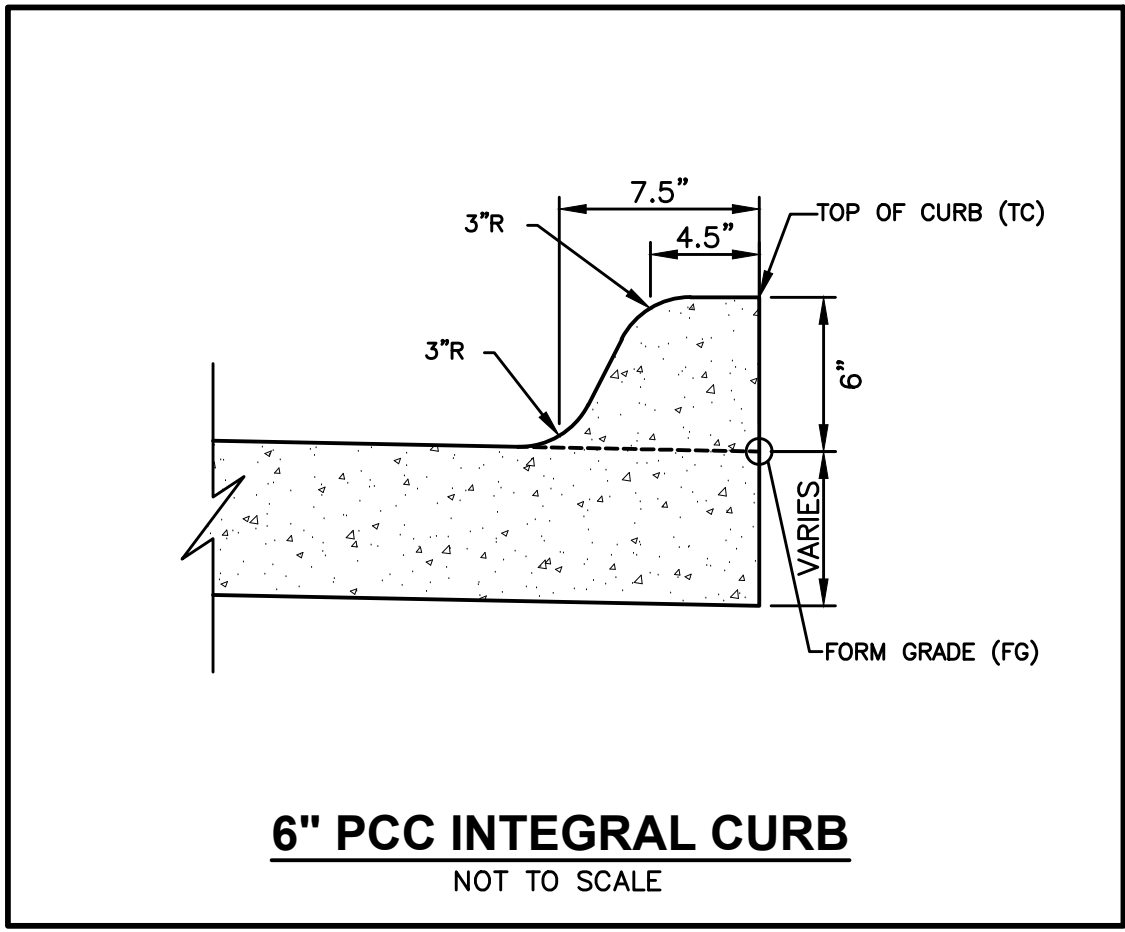
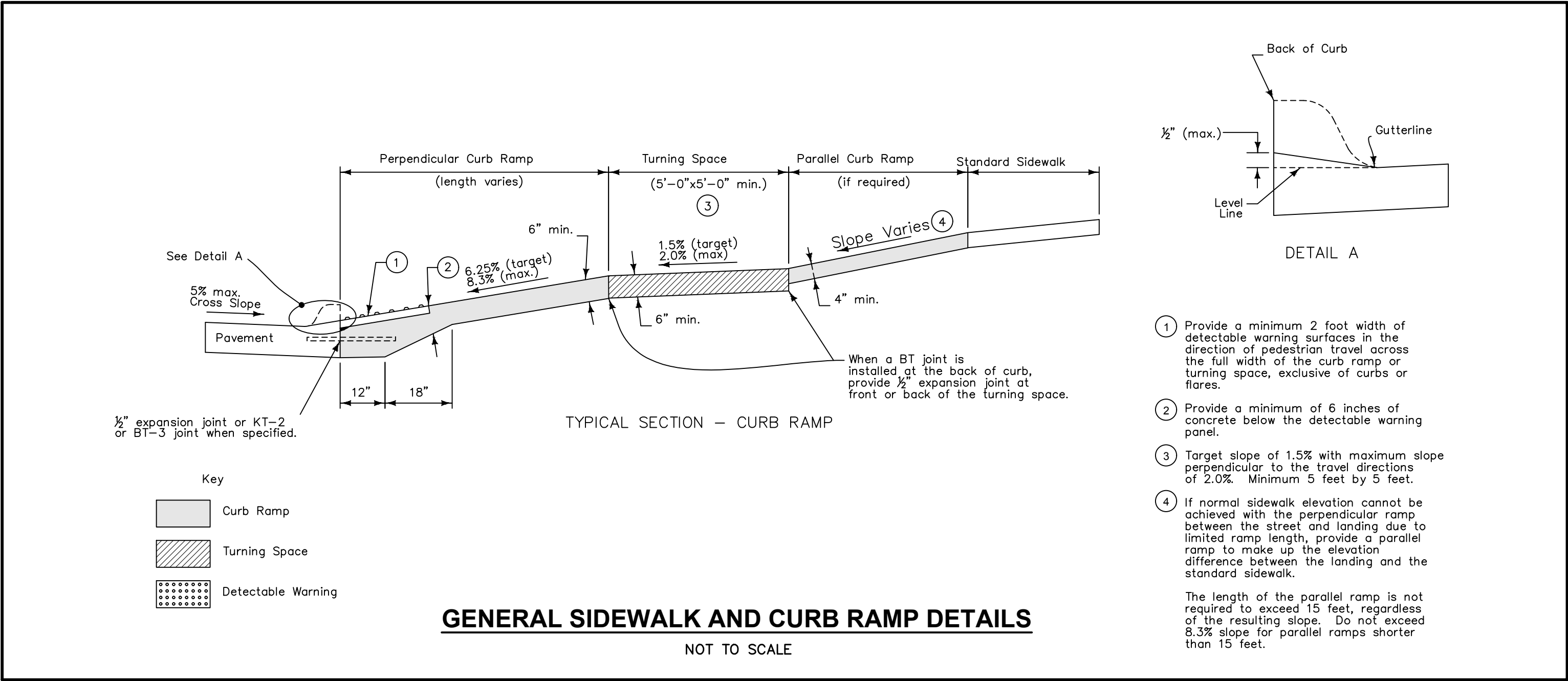
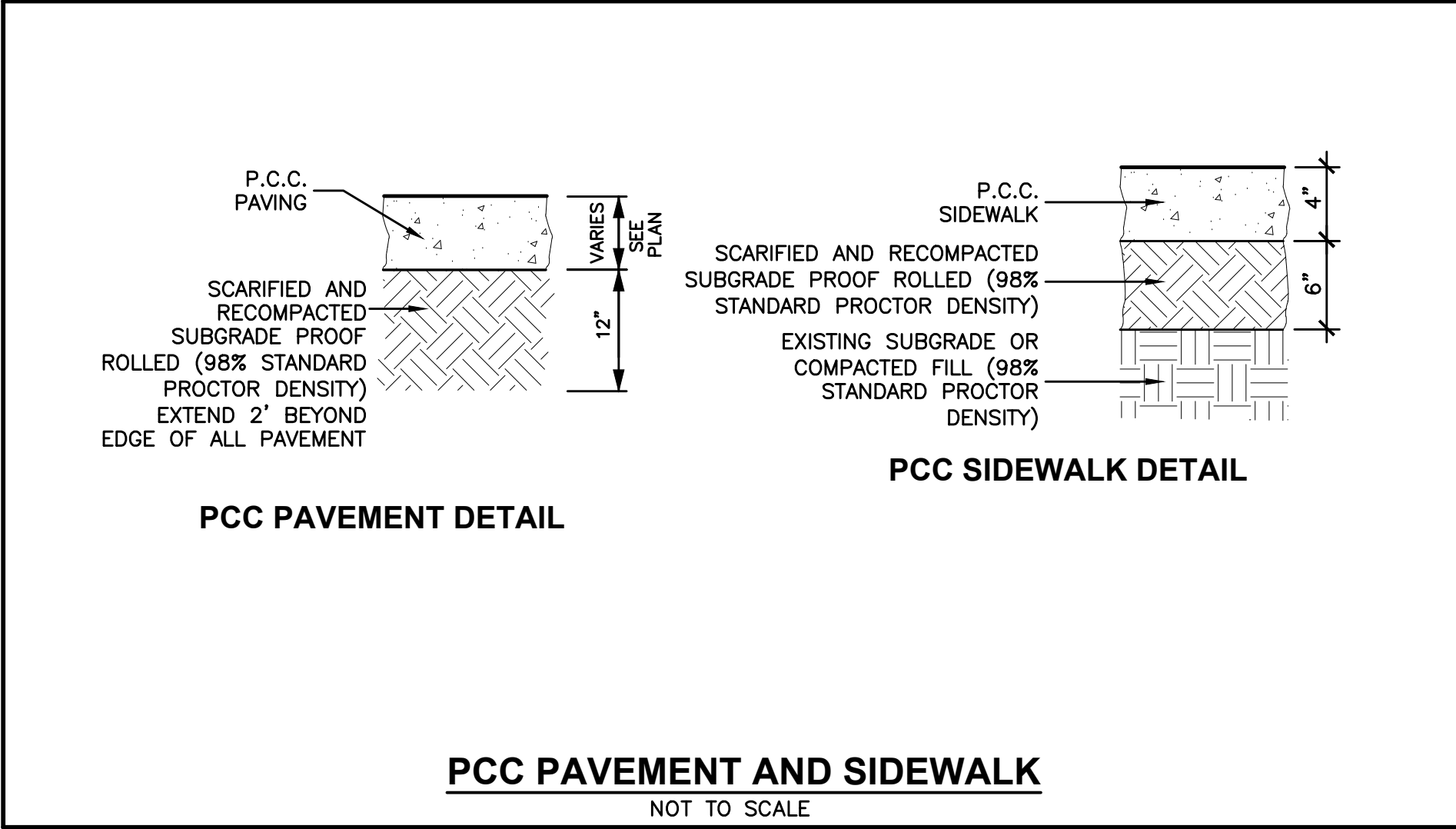
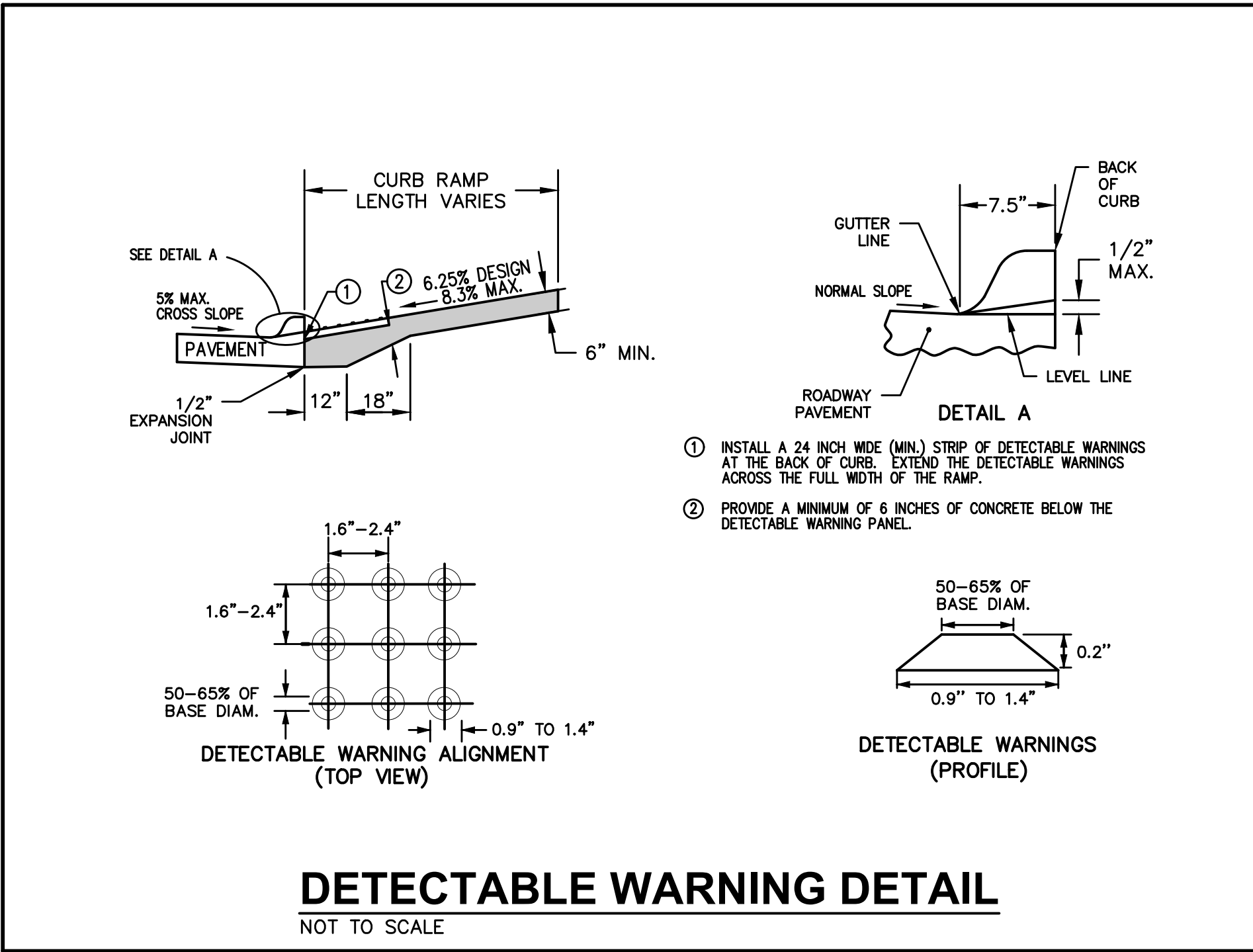
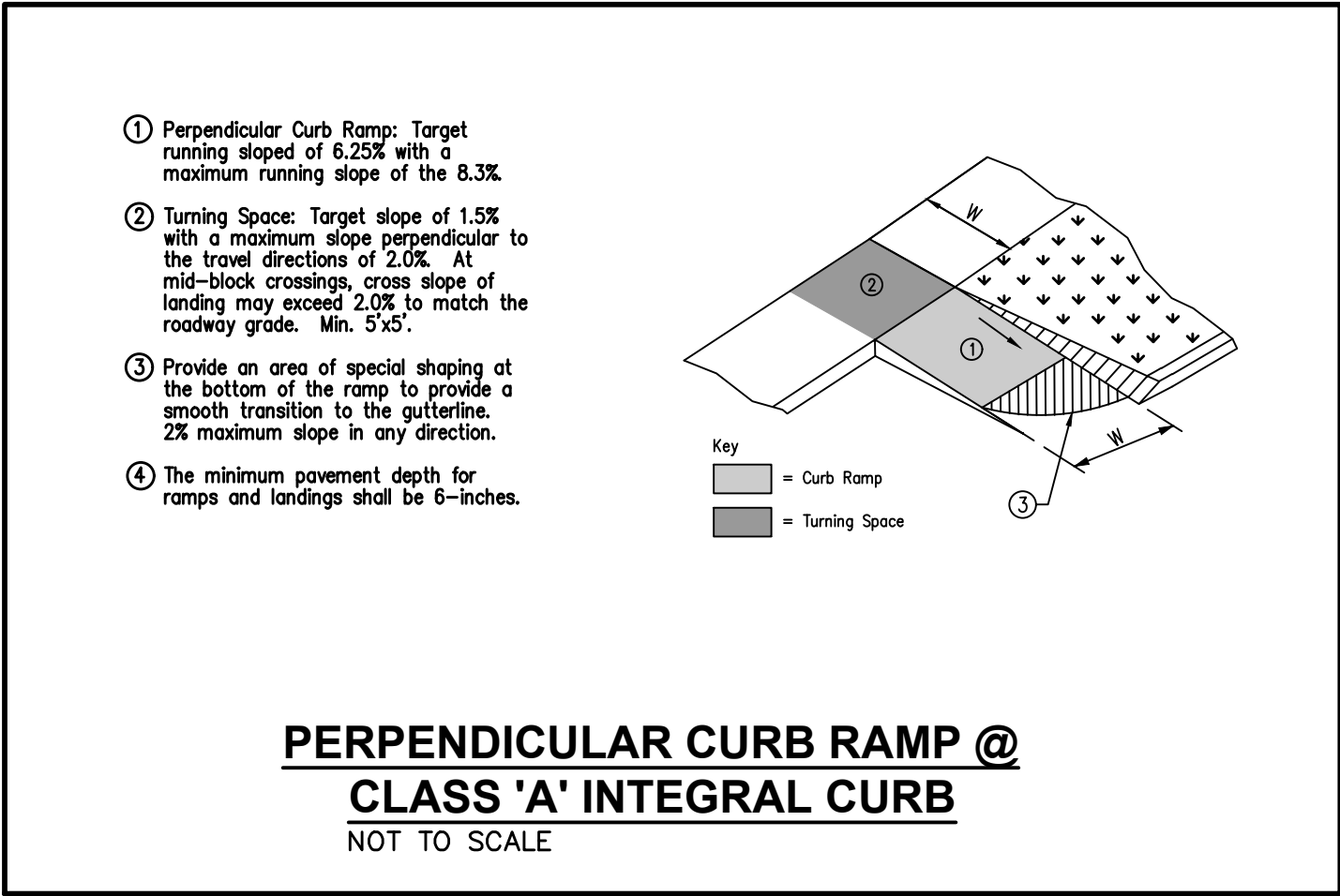
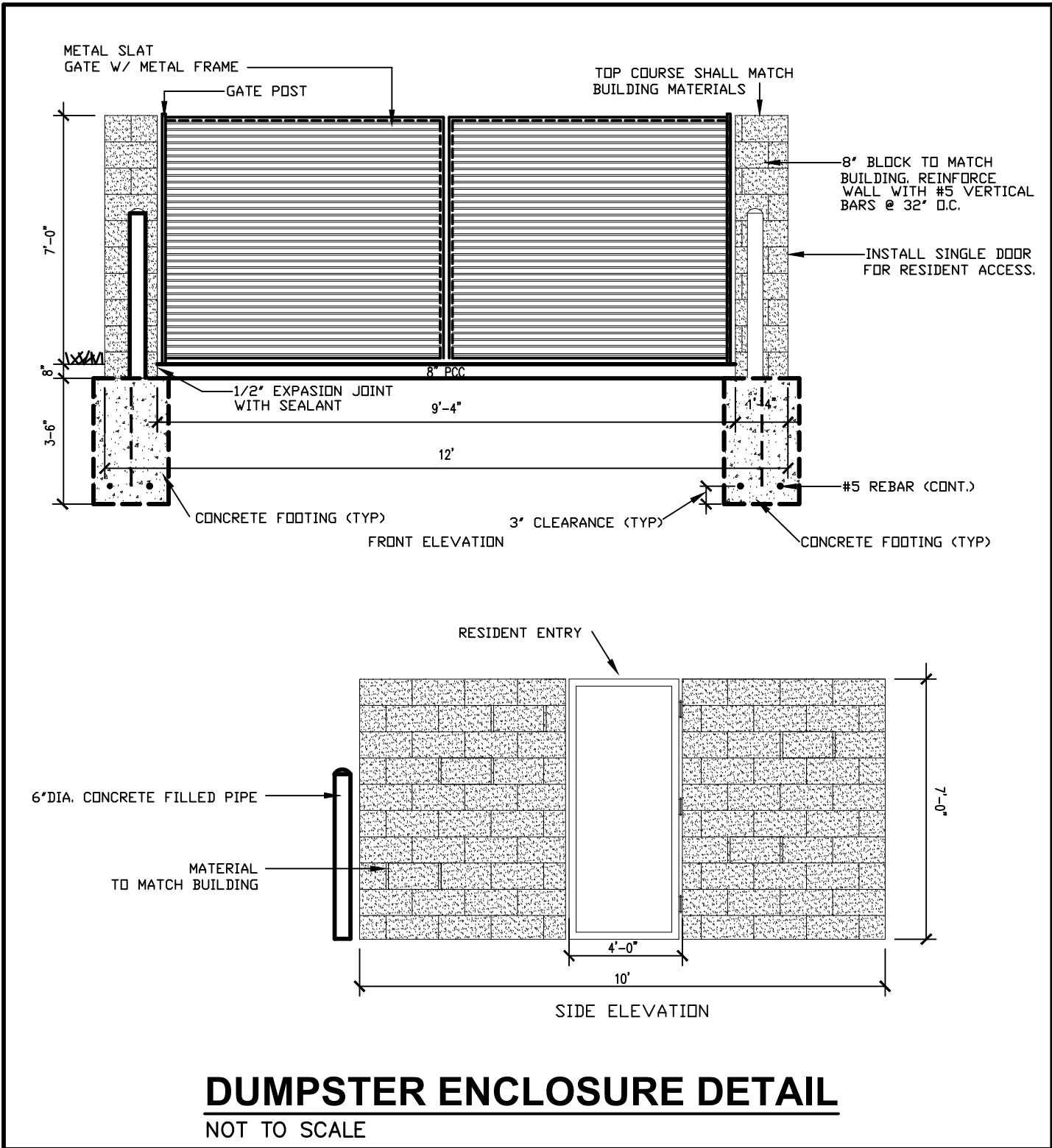
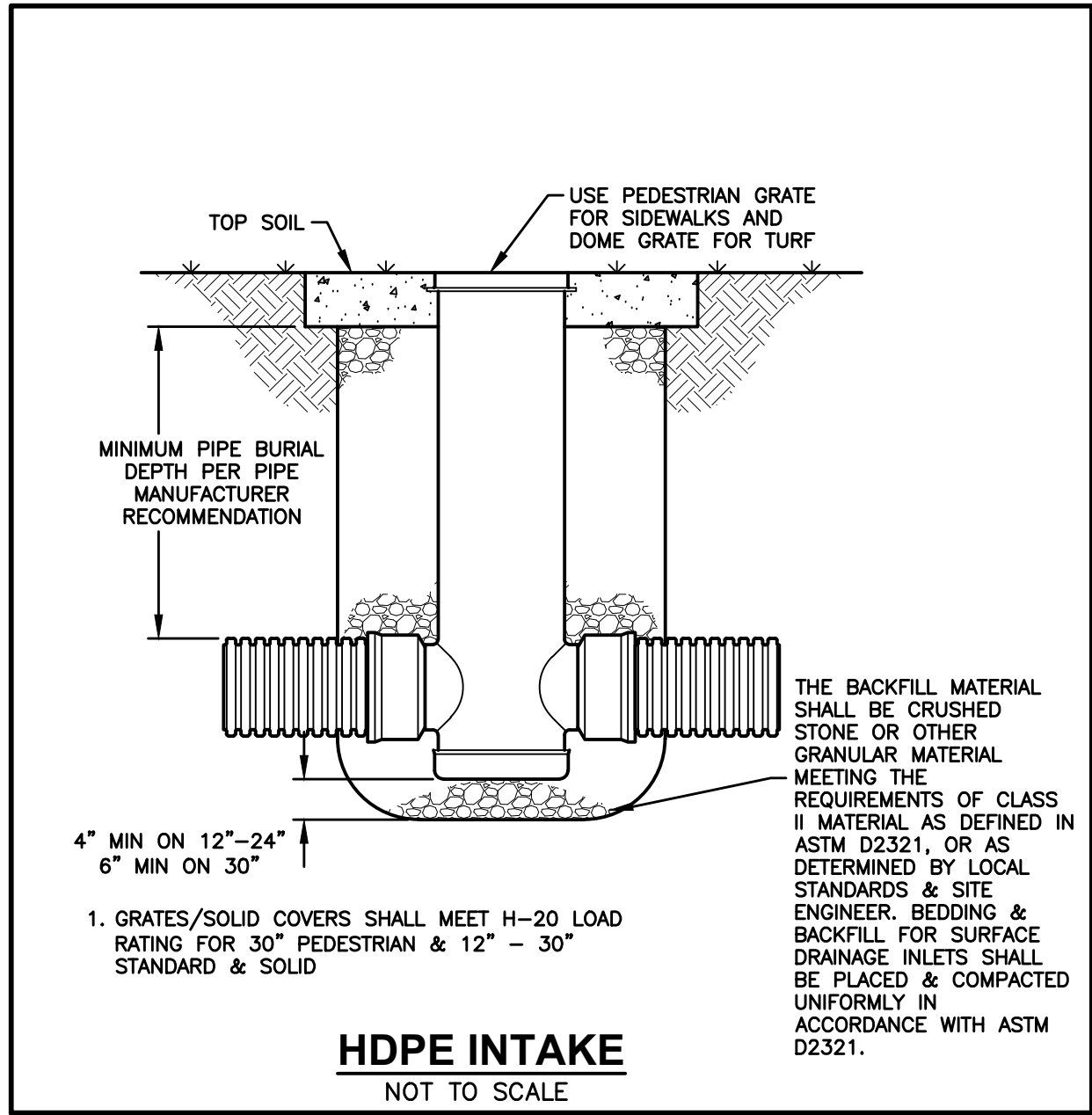


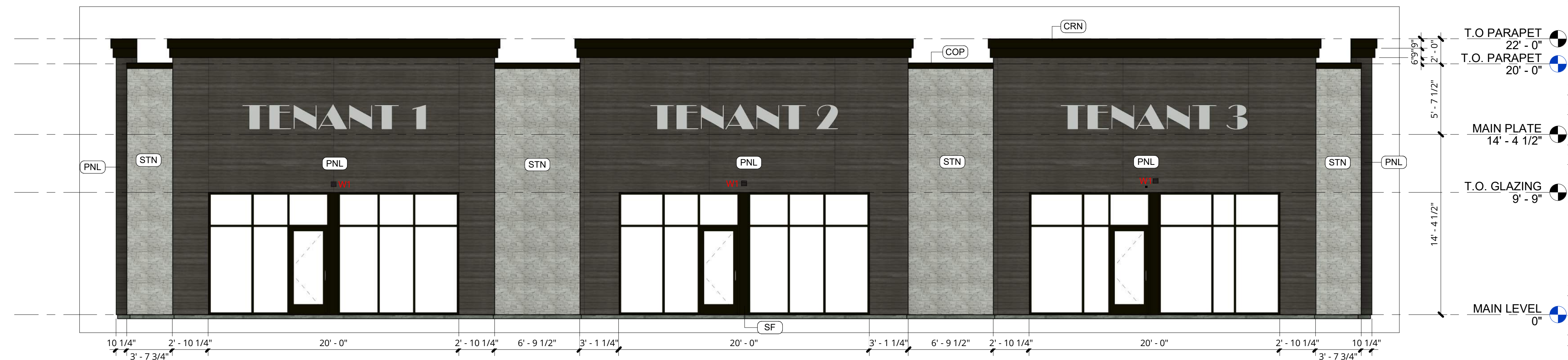
CITY OF GRIMES STANDARD NOTES

- GENERAL NOTES:**
 - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
 - A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
 - ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
 - THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER CITY STANDARD PROCEDURES.
 - TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP.
 - A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT AND SHALL BE OBTAINED AT KNOXBOX.COM.
 - ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS.
 - PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS.
- SANITARY SEWER NOTES:**
 - THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
 - SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
 - SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
 - ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
 - ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
 - ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B-PCC W/ADJUSTING MECHANISM.
 - SANITARY SEWER TESTING, CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.
- WATER MAIN NOTES:**
 - ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
 - ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
 - A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
 - ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
 - WATER SERVICE SHALL BE 1-INCH RESIDENTIAL, 2" COMMERCIAL MINIMUM TYPE K COPPER.
 - PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE DEVELOPER. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
 - ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.
- STORM SEWER NOTES:**
 - ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
 - ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
 - THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
 - STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.
 - USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.

UTILITY NOTES

- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
- FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
- BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
- ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
- ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
- ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
- 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
- MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
- WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES, UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THEREON. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
- ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
- OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
- CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
- ONLY ONE WATER METER WILL BE ALLOWED PER BUILDING. PRIVATE SUB-METERS FOR INDIVIDUAL TENANTS MAY BE ARRANGED. THE SUB-METERS WILL NOT BE READ BY THE CITY.





COLOR - NORTH ELEVATION



2 COLOR - SOUTH ELEVATION



3 COLOR - EAST ELEVATION

SCALE: 3/16" = 1'-0"

4 COLOR - WEST ELEVATION

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DELIVER
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COMMIT

DEVELOP

DISCOVER/ANALYZE

MATERIAL LEGEND						
MARK	MATERIAL DESCRIPTION					
CP	COPING; PRE-FINISHED METAL COPING; COLOR: DARK BRONZE					
CRN	CORNIS; PRE-FINISHED BRAKE METAL; COLOR: DARK BRONZE					
PNL	ARCHITECTURAL CONC. PANEL; NICHECHA; ROUGH/SAWN; CLADDING					
SF	STOREFRONT; PRE-FINISHED STOREFRONT, DARK BRONZE; GLAZING: NON-REFLECTIVE					
STN	STONE; GLEN-GEARY LANDMARK; LANDMARK COLLECTION; COLOR: CASIMERE STACKED STONE					
EXTERIOR MATERIAL SCHEDULE						
ELEVATION	MATERIAL AREA TOTAL SF.	NATURAL STONE SF	ARCH. WALL PANEL	TRIM SF	GLAZING SF.	GLAZING PERCENT
NORTH ELEVATION	2170	418	1033	134	585	24%
SOUTH ELEVATION	1287	433	1013	341	585	24%
EAST ELEVATION	2187	433	519	72	263	20%
WEST ELEVATION	1287	433	788	0	0	0%

ARCHITECTURE TREATMENTS

- POP-OUTS
- VERTICAL TREATMENTS MINIMUM OF 12 INCHES IN WIDTH
- COLOR, TEXTURE OR MATERIAL CHANGE
- CORNICE TREATMENT
- VARIATION IN ROOF HEIGHT

DRAWN BY: **TRB**

ORIGINAL
CONSTRUCTION DOCUMENT
02/18/2021

REVISIONS

03/08/2021 COLOR ELEV.

[illegible]

PLAN NO. =

DWG. LIST

COLOR EXTERIOR ELEVATIONS

SHEET NO.

A-202