



City of Muscatine

CITY COUNCIL

Thursday, June 27, 2024

Brad Bark, Mayor

Don Lampe, 1st Ward
Jeff Osborne, 2nd Ward
Peggy Gordon, 3rd Ward
Nadine Brockert, 4th Ward
John Jindrich, 5th Ward

Angie Lewis, At Large
Matt Conard, At Large
Carol Webb, City Administrator
Cinda Hilger, Admin. Professional
Brent Hinders, City Attorney

City Council meetings are held at 6:00 p.m. on the 1st and 3rd Thursday of each month. In-depth sessions are held at 6:00 p.m. on the 2nd Thursday of each month. All meetings are available for review on the City of Muscatine YouTube page.

June 27, 2024, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION
3. ROLL CALL
4. PLEDGE OF ALLEGIANCE

5. **FROM THE MAYOR**

6. **APPROVAL OF AGENDA AS PRESENTED AND/OR AS AMENDED**

7. **COMMUNICATIONS - CITIZENS**

8. **COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION**

9. **CONSENT AGENDA * (ITEMS 10-14)**

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered separately.

10. *** REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES**

11. *** PETITIONS AND COMMUNICATIONS**

- A. Request for Road Closure at 301 Clinton Street for a Sanitary Sewer Repair
- B. Request for Outdoor Service from Missipi Brewing Company, 107 Iowa Avenue for July 4, 2024 to extend their designated outdoor area (pending inspections).
- C. Request for Outdoor Service from The Merrill Hotel and Conference Center, 119 West Mississippi Drive to extend their designated outdoor area to Mississippi Drive (pending inspections and insurance)
- D. Request for Use of City Property from The Merrill Hotel and Conference Center for the 4th of July activities to extend closure from their property to Mississippi Drive to be held on July 4, 2024
- E. Request for Use of City Property from Greater Muscatine Chamber of Commerce and Industry for 4th of July Parade to Start at Soccer West Parking Lot and continue through Kent Stein Park to Oneida Avenue.

12. *** COMMUNICATION – RECEIVE AND FILE**

- A. June 10, 2024 Muscatine County Board of Supervisors Meeting Minutes
- B. June 11, 2024 Muscatine County Board of Suprevisors Special Meeting Minutes
- C. May 28, 2024 Board of Water, Electric and Communication Trustees Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

- A. Request to Approve the Issuance of a Purchase order to be Issued After July 1, 2024, to Van Wall Equipment, in the Amount of \$8500, for a John Deere Gator TX for Golf Maintenance Operations.

14. * APPROVAL OF BILLS

It is recommended bills totaling \$2,904,597.87, be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

- A. Bills for Approval for June 27, 2024

15. PUBLIC HEARING

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Resolution Accepting Completed Work Performed by the Henley Group, LLC. for the Taylor Park Restroom Project and Authorizing Final Payment of \$55,262.50, including 5% retainage to be released 30 days from the date of this acceptance.
- B. Resolution Awarding Contract for the Airport Fuel System Relocation Project to Unified Contracting Services, Inc. of Des Moines, Iowa in an amount not to exceed \$816,169.50
- C. Resolution to Approve the Contract and Bond with Geograph Industries, Inc. for Fabrication and Installation of Wayfinding Signage
- D. Request to Enter Into a Contract With Brightly for a Facility Assessment and Asset Management Software for the Building & Grounds Division of Public Works in the Amount of \$59,897.65
- E. Request to Approve the Issuance of a Purchase Order to be Issued After July 1, 2024, in the Amount of \$322,000.00 to Elliott Equipment of Davenport for the purchase of a 2024 Automated Collection Refuse Truck.
- F. Request to Enter Into a Contract with HDR Engineering, Inc. to Provide Engineering Design Services for the Isett Avenue Corridor Reconstruction Project in the Amount of \$2,002,000.00
- G. Request to Enter into a Contract with Bolton & Menk, for an Amount Not to Exceed \$31,000 for the Purpose of a Railroad Quiet Zone Feasibility Study from "Carver Corner" to Dick Drake Way.

- H. Request to Approve Loan Forgiveness from SRF for West Hill Sewer Separation Project Phase 6A&B
- I. Request to Approve a Purchase Agreement with Dan Clark for the City Purchase of the Muscatine Trolley for \$1.00

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT



Request for Closure

1: Location of Closure 301 CLINTON ST

2: Contractor Broders Exc

3: Dates and Duration of Closure 7-22-7-24

4: Company Responsible for Detour and
Signage Selco

5: Reason Closure is
Needed Sewer Re Route Across Street

Date Submitted 6-20-24

Applicant Broders Exc Zone B





City of Muscatine

ITEM NUMBER 2024-661

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

SUBJECT

Request for Use of City Property from The Merrill Hotel and Conference Center for the 4 th of July activities to extend closure from their property to Mississippi Drive to be held on July 4, 2024

EXECUTIVE SUMMARY

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

CITY FINANCIAL IMPACT

ATTACHMENTS

1. Merrill 7 4 24 Temp permit application

License # _____
Wallet # _____
Sticker # _____
Receipt # _____
Issued _____
Expires _____

CITY OF MUSCATINE

**APPLICATION FOR USE OF ANY STREET, SIDEWALK, ROADWAY, ALLEY,
PARK, PUBLIC WAY, PROPERTY OR FACILITY**

1. Name and address of applicant and sponsoring organization, if any:

Riverview Hotel Development dba The Merrill Hotel and Conference Center

Address: 119 W. Mississippi Drive, Muscatine Iowa 52761

Telephone Number: 770-630-8414

E-mail Address: rhowe@riverviewhoteldev.com

2. Type of event that is planned:

Fourth of July celebration. Serving Food and drinks both alcoholic and non.

3. Proposed location:

Since the city has blocked off Mississippi Drive for Fourth of July festivities, we would extend out location for outside drinking to current patio/Greenspace (already approved for food and liquor) to the drop off space in front of the hotel. Barriers would be placed on the sidewalk going to the back of the hotel/alley as well as barriers to prohibit offsite open containers from our property to Chestnut street. Supplemental bars may be placed on the street level in order to reduce crowding of Mississippi Drive from Iowa to Cedar due to the concerts being held on the stage.

4. Date(s)/Time(s): July 4th at the time the city closes the streets

5. Expected length of use: using Mississippi Drive from Iowa to Chestnut as barriers are defined during the hours that the city has approved the street blocking.

6. Expected size of group: 50-100 is estimated at any given time

7. Names of any person or persons in charge of the proposed use at the specified location:

**Rebecca Howe - 770-630-8414 (off site)
Cody - GM - 319-360-4036 (on site)**

Address(es): _____

Telephone Number(s): _____

E-mail Address(es): _____

8. Names and addresses of any persons to be featured as entertainers or speakers:

None

9. List mechanical or electronic equipment to be used:

None - temporary bars to be placed outside

10. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts:

none

11. Number and types of animals to be used:

none

12. A description of any sound amplification to be used:

none - our plan is to keep this side the quiet side of the area so people can enjoy both areas

13. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary:

We will clean up and maintain our area. Bartenders and servers outside monitoring the area. We understand that the MPD will be maintaining order for the area and no additional security is necessary. We will maintain and clean the area as necessary.

14. All plans for the provision of security:

We have been told the MPD will be providing the security for the area of the road blockage. No additional security is necessary

15. Beer or wine consumption? Yes ☒ No ☐

16. Describe any items to be sold or distributed:

Liquor, beer and wine. Also food.

17. Is water connection requested: Yes ☐ No ☒

18. Is electricity requested: Yes ☐ No ☒

19. Have you provided a layout site plan for your proposed activity or event? Yes ☐ No ☐

If yes, please attach.

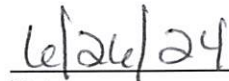
If no, please explain:

Area will be hotel drop off area. All other areas are within the current hotels liquor license and provisions. Barriers will be placed to stop open containers from entering Chestnut street from our hotel as well as barrier on our sidewalk by patio leading to alley.

20. Do you understand that you will be financially responsible for all site restoration needed to restore the site to pre-event status? Yes ☒ No ☐

The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including but not limited to the use of public ways, irrespective of whether said claims are frivolous or meritorious.


Authorized Representative


Date

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:

☐ YES ☐ NO

Parks & Recreation

Date

☐ YES ☐ NO

Community Development

Date

☐ YES ☐ NO

Public Works

Date

☐ YES ☐ NO

Police Chief

Date

☐ YES ☐ NO

Fire Chief

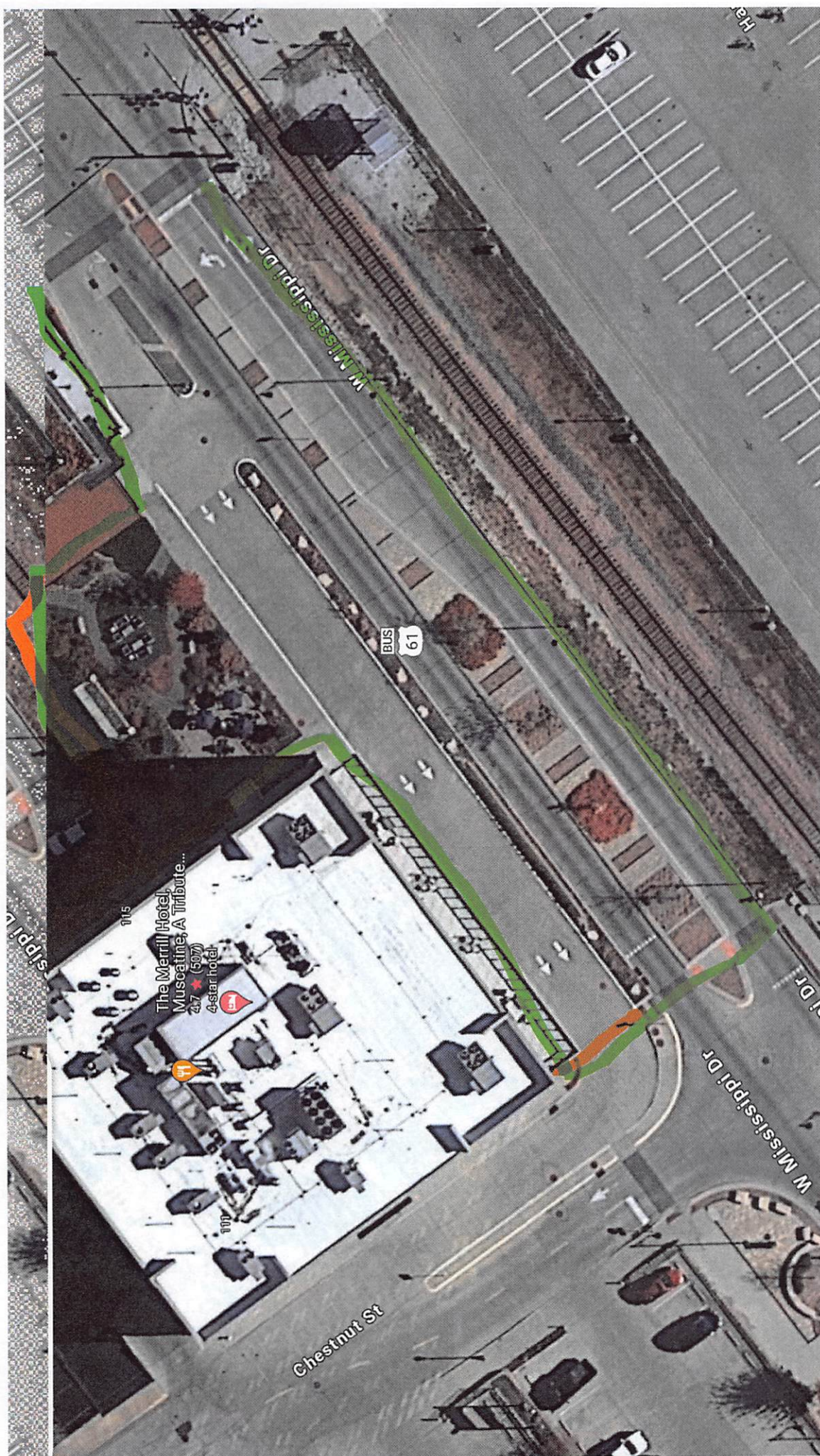
Date

FINAL APPROVAL:

☐ YES ☐ NO

City Administrator

Date



Green is the area of open contained
Red indicate barriers provided by hotel. Also Hotel will barrier
sidewalk to alley



City of Muscatine

ITEM NUMBER 2024-662

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

SUBJECT

Request for Use of City Property from Greater Muscatine Chamber of Commerce and Industry for 4th of July Parade to Start at Soccer West Parking Lot and continue through Kent Stein Park to Oneida Avenue.

EXECUTIVE SUMMARY

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

CITY FINANCIAL IMPACT

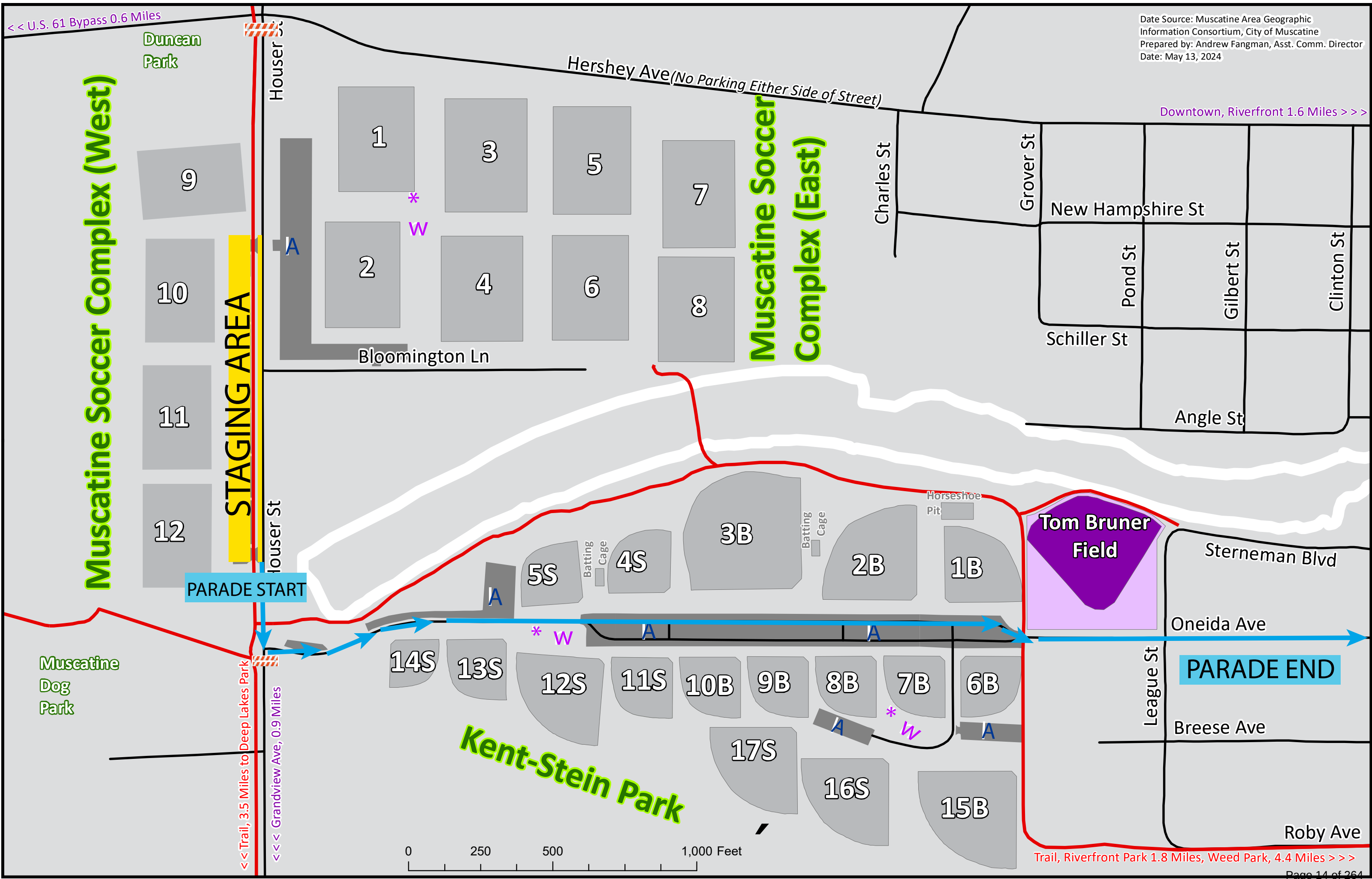
ATTACHMENTS

1. REVISED_PARADE MAP 2024
2. REVISED_PARADE PERMIT FORM 2024 (1)

Muscatine Soccer Complex (West)

Muscatine Soccer Complex (East)

Kent-Stein Park



CITY OF MUSCATINE

TITLE 3, CHAPTER 3 AND CHAPTER 4

PARADE AND PUBLIC ASSEMBLIES* APPLICATION

**APPLICATION FOR USE OF ANY STREET, SIDEWALK, ROADWAY, ALLEY,
PARK, PUBLIC WAY, PROPERTY OR FACILITY**

License #	_____
Wallet #	_____
Sticker #	_____
Receipt #	_____
Issued	_____
Expires	_____

1. Name and address of applicant and sponsoring organization, if any:

2. Type of event that is planned:

3. Proposed location:

4. Date(s): _____ Starting Time: _____

Time the event will begin to assemble: _____

Expected length of use: _____

5. Expected size of group: _____

6. Names, addresses and telephone numbers of any person or persons in charge of the proposed use at the specified location: _____

7. Names and addresses of any persons to be featured as entertainers or speakers:

8. List mechanical or electronic equipment to be used: _____

9. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts: _____

10. Number and types of animals to be used: _____

11. A description of any sound amplification to be used: _____

12. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary: _____

13. All plans for the provision of security: _____

The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including but not limited to the use of public ways, irrespective of whether said claims are frivolous or meritorious.

Authorized Representative

Date

* Public Assemblies require completion of this application form. See City Code Section 3-3-2(B) for the definition of a Public Assembly

Additional Requirement for Parades:

1. Attach sketch of parade route. If parade is in the downtown area indicate whether parade route #1 or parade route #2 will be followed.
2. Submit \$30.00 permit fee with application (non-profit organizations exempt from fee).
3. Insurance certificate with the following minimum requirements must accompany application:

General Liability:

\$1,000,000 Bodily Injury & Property Damage – Each Occurrence
\$1,000,000 Personal Injury & Advertising Injury – Per Occurrence
\$2,000,000 General Aggregate on above
\$2,000,000 Products & Completed Operations General Aggregate

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:

☐ ☐
YES NO

Parks & Recreation Date

☐ ☐
YES NO

Community Development Date

☐ ☐
YES NO

Public Works Date

☐ ☐
YES NO

Police Chief Date

☐ ☐
YES NO

Fire Chief Date

FINAL APPROVAL:

☐ ☐
YES NO

City Administrator Date

Muscatine County Board of Supervisors
Monday, June 10, 2024

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Sauer and Sorensen present. Mather was absent. Chairperson Sorensen presiding.

On a motion by Sauer, second by Kirchner, the agenda was approved as presented. Ayes: All.

On a motion by Sauer, second by Chick, the Board approved claims dated June 10, 2024 in the amount of \$1,232,186.07. Ayes: All.

A Public Hearing was called to order by Chairperson Sorensen at 9:02 A.M. on a request from Mark and Juila Peterson, Record Owners, to rezone approximately 3.42 acres, located in Moscow Township, in the NE ¼ of Sec. 2-T78N-R2W, 2646 100th Street Wilton, Iowa, from A-1 Agricultural District to R-1 Residential District. Planning and Zoning Administrator Eric Furnas reviewed the zoning request stating the current Comprehensive Land Use Plan does not appear to support this rezoning. The property contains approximately 3.2 acres. To the west is a parcel of land of similar size with one single-family dwelling and to the east is farmland. The predominant land uses in the vicinity are agricultural and heavy industrial. The corporate limits of the City of Wilton are approximately 1225 feet east of this parcel and according to the Comprehensive Plan Future Land Use Map, the area between this property and east to the current city limits of Wilton is expected to support additional industrial development as the western edge of the Wilton corporate limits consists of an industrial park. The expected industrial use of this vicinity in the future is to provide for planned and managed growth of industrial uses and industrial land uses are not considered compatible with residential developments. There are no existing residential developments in the vicinity, which would make this request "spot zoning". Mark Peterson stated the request is to divide their property in two for the purpose of building a one-story house west of their current house.

On a motion by Chick, second by Kirchner, the Board closed the public hearing at 9:17 A.M. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Chick, the Board moved to approve an ordinance rezoning approximately 3.42 acres in Moscow Township from A-1 Agricultural District to R-1 Residential District on the first of three readings. Roll call vote: Ayes: 0; Nays: 4. Motion failed.

Sheriff Quinn Reiss presented the 2024 HIDTA Sub Award Recipient Agreement and FY24/25 Iowa Byrne Justice Assistance Grant (JAG) Program requests.

On a motion by Chick, second by Kirchner, the Board authorized the Sheriff to execute a 2024 HIDTA Sub Award Recipient Agreement and related documents in the amount of \$73,305.00. Ayes: All.

On a motion by Chick, second by Sauer, the Board authorized the Chair to execute a FY24/25 Iowa Byrne Justice Assistance Grant (JAG) Program contract in the amount of \$32,300.00. Ayes: All.

On a motion by Kirchner, second by Sauer, the Board moved to approve a renewal of a Class B Wine, Class C (Carryout Beer), Class E (LE) and Sunday Sales Permit for Casey's Marketing Co., dba Casey's General Store #2472, 1334 Hwy 22, Nichols, IA 52766. Ayes: All.

On a motion by Sauer, second by Chick, the Board approved the minutes of the June 3, 2024 regular meeting. Ayes: All.

Correspondence:

Sorensen received information from Colonel Robert Sinkler, Executive Coordinating Director of Corn Belt Ports, regarding Port of Eastern Iowa. Sinkler requested to present information at a future board meeting. The Board consensus was to contact Greater Muscatine Chamber of Commerce and Industry President Brad Bark and Scott County Board of Supervisor's Chairperson, Ken Beck to arrange a joint meeting to discuss the proposed Port of Eastern Iowa.

Sorensen was notified of the mental health organization CCBHC and the demonstration process for the federal financial program and benefits.

Committee Reports:

Sorensen attended a Mental Housing Council meeting on June 5, 2024.

Sorensen and Sauer attended a special meeting for the Muscatine County Conservation Board on June 3, 2024 to discuss the proposed project options for the Deep Lakes Campground project.

General Services Supervisor Oscar Alvarez reviewed the Jail HVAC Balancing Agreement with Systems Management & Balancing, Inc. to test, adjust and balance the HVAC system.

On a motion by Chick, second by Kirchner, the Board moved to accepted a quote from Systems Management & Balancing, Inc, Waukee, Iowa, in the amount of \$52,020.00 to balance the Jail HVAC system. Ayes: All.

Budget Administrator Kala Naber reviewed the CLG Grant that was approved for the Muscatine County Historic Preservation Commission for the Fruit and Vegetable Survey project which is grant funded accept for an amount of \$1,361.00, which the Commission will fund.

On a motion by Chick, second by Sauer, the Board authorized the Chair to execute a consulting contract for the Muscatine County Historic Preservation Commission for the Fruit and Vegetable Survey. Ayes: All.

Administrative Services Director Nancy Schreiber requested from the Board to extend the health and dental insurance open enrollment periods due to the delay in receiving mandatory information that is required to give to each employee (such as the summary of benefits for each plan) was not received from Wellmark Blue Cross Blue Shield until Friday, June 7, 2024.

On a motion by Chick, second by Kirchner, the Board moved to extend the health insurance annual enrollment and dental insurance open enrollment periods to June 21, 2024. Ayes: All.

On a motion by Sauer, second by Chick, the Board accepted May 2024 payroll claims. Ayes: All.

Schreiber reminded the Board of the Special Board meeting on Tuesday, June 11, 2024 at 9:00 A.M. to canvass the 2024 Primary Election held on June 4, 2024.

County Auditor Tibe Vander Linden thanked the election workers, deputy reserve officers and the Auditor staff, for their hard work for the 2024 Primary Election held on June 4, 2024.

The meeting was adjourned at 9:42 A.M.

ATTEST:

Brandy Harfst
2nd Deputy Auditor

Jeff Sorensen, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Tuesday, June 11, 2024

The Muscatine County Board of Supervisors met in special session at 9:00 A.M. with Kirchner, Mather, Sorensen and Sauer present. Chick was absent. Chairperson Sorensen presiding.

On a motion by Mather, second by Kirchner, the agenda was approved as presented.

The Muscatine County Board of Supervisors met as a Board of Canvassers for the Primary Election held on Tuesday, June 4, 2024. Results of the canvass were presented by County Auditor Tibe Vander Linden with the following candidates being nominated for various County Offices for the November 5, 2024 General Election:

COUNTY OFFICES

Board of Supervisors, District Three
Board of Supervisors, District Four
County Auditor
County Sheriff

REPUBLICAN

Scott Sauer
Nathan Mather
Tibe Vander Linden
Quinn D. Riess

COUNTY OFFICES

Board of Supervisors, District Three
Board of Supervisors, District Four
County Auditor
County Sheriff

DEMOCRAT

No Candidate
No Candidate
No Candidate
No Candidate

COUNTY OFFICES

Board of Supervisors, District Three
Board of Supervisors, District Four
County Auditor
County Sheriff

LIBERTARIAN

Kim Schneider
No Candidate
No Candidate
No Candidate

The meeting was adjourned at 9:06 A.M.

ATTEST:

Brandy Harfst
2nd Deputy Auditor

Jeff Sorensen, Chairperson
Board of Supervisors

**OFFICIAL PROCEEDINGS OF THE
BOARD OF WATER, ELECTRIC,
AND COMMUNICATIONS TRUSTEES
OF THE CITY OF MUSCATINE, IOWA
May 28, 2024 – 4:00 P.M.**

The Board of Trustees met in regular session at Muscatine Power and Water's Administration/Operations Building, 3205 Cedar Street, Muscatine, Iowa, on Tuesday, May 28, 2024 at 4:00 p.m.

Chairperson Keith Porter called the meeting to order. Members of the Board were present as follows: Trustees Susan Eversmeyer, Kevin Fields, and Tracy McGinnis. Trustee Steven Bradford joined the meeting virtually.

Also present were Gage Huston, General Manager of Muscatine Power and Water; Kelly Miller, Board Secretary; Erika Cox, Mark Roberts, Doug White, Brandy Olson, and Ryan Streck of MPW. Additional attendees were Greg Slonka, Mark Yerington, Nick Burns, Whitney Pena, Charles Potter, Cynthia Niebuhr-Hartley, and Jessica Brackett.

Cynthia Niebuhr-Hartley provided a public comment.

Trustee Eversmeyer moved, seconded by Trustee McGinnis, to approve the April Audit/Finance Committee meeting minutes and regular Board meeting minutes. All Trustees voted aye. Motion carried.

Trustee Eversmeyer moved, seconded by Trustee Fields, to ratify payments totaling \$8,312,084.63 for the Electric Utility, \$449,503.59 for the Water Utility, and \$1,181,829.72 for the Communications Utility for a cumulative total of \$9,943,417.94. All Trustees voted aye. Motion carried.

Mr. Huston introduced a recommendation to Approve Unit 10 CHP Generator Step-up Transformer Procurement. The Generator Step-up Transformer (GSU) is a key component of the Unit 10 Combined Heat and Power (CHP) project, serving as both an essential element for the Inflation Reduction Act compliance and a potential supply chain risk due to long lead times. Staff included an \$86k milestone payment for the GSU in the CHP preliminary design Project Summary Form (PSF) approved at the January 2024 Board meeting. Staff plans to include the balance of the \$1,893,546 GSU cost in the PSF for the CHP project scheduled for Board review at its June Board meeting. Trustee Fields moved, seconded by Trustee McGinnis, to approve the placement of an order to WEG Transformers USA for the Unit 10 Generator Step-Up (GSU) transformer at a cost of \$1,893,546. All Trustees voted aye. Motion carried.

Next on the agenda, Mr. Huston introduced a recommendation to Ratify an Offer and Authorize the Purchase of the Southwest 1.7 Acres of Parcel 0826283003. Staff recommends the Board ratify a Real Estate Purchase Agreement between the Board of Water, Electric, and Communication Trustees of the City of Muscatine, Iowa and Ultimate Storage LLC dated May 8, 2024, for the purchase of a portion of Parcel 0826283003 located at 1631 Isett Ave in Muscatine. The parcel to be subdivided encompasses approximately 1.7 acres. The purchase price is \$177,000, with an

anticipated closing date of July 31, 2024. MPW currently has a substation on part of this ground as granted by an easement. This sale will include MPW taking ownership of the easement area plus additional room for growth and substation access.

Management recommended the Board ratify the Offer to Purchase between the Board of Water, Electric, and Communication Trustees of the City of Muscatine, Iowa and Ultimate Storage LLC dated May 8, 2024, and authorize the purchase of the southwest 1.7 acres of parcel 0826283003, the following resolution was submitted:

RESOLUTION 24-12

Whereas, Gage Huston, General Manager, executed a Real Estate Offer to Purchase on May 8, 2024, on behalf of Muscatine Power and Water between the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, and Ultimate Storage LLC for the purchase of a portion of Parcel 0826283003 located at 1631 Isett Ave in Muscatine, Iowa. The parcel to be subdivided encompasses approximately 1.7 acres as outlined in red in the drawing attached. The purchase price is \$177,000 with an anticipated closing date of July 31, 2024.

Whereas, Muscatine Power and Water Management has recommended approval of said Offer to Purchase; now therefore,

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, ratify and approve the Real Estate Offer to Purchase Agreement dated May 8, 2024, and authorize Staff to complete all tasks to complete the purchase.

Trustee McGinnis moved, seconded by Trustee Eversmeyer, that said resolution be passed, approved, and adopted this 28th day of May 2024. On roll call, Trustees Fields, Eversmeyer, McGinnis, Bradford, and Porter, voted aye. Voting nay, none. Resolution carried.

Mr. Huston next advised the Board they had been provided with updated/revised copies of the Service Rules for the Electric, Water, and Communications Utilities and no action was being requested at this meeting, but approval will be requested at the June 2024 Board meeting.

The next item on the agenda was the General Manager Report. Mr. Huston provided an update regarding an EPA Enforcement Alert for Drinking Water System Cybersecurity. The Enforcement Alert is part of a larger effort by numerous federal agencies with cybersecurity responsibility to reduce infrastructure and cybersecurity vulnerabilities.

The April Financial Operating Statements and Balance Sheets were presented as previously submitted to all Trustees. Mr. Roberts reviewed the MPW dashboard and the April Financial Results Summary for each Utility.

There were no entries on the Competitive Quotes for Public Improvements Report.

Mr. Huston reviewed the Project Status Report and Variance Analysis.

Mr. Huston provided a high-level review of the May Departmental Reports, and Mr. White provided a Power the Future status report.

Jessica Brackett provided public comments.

Trustee Eversmeyer moved, seconded by Trustee Fields to receive, and place on file the May 2024 Utility Reports. All Trustees voted aye. Motion carried.

The meeting was adjourned at 4:46 p.m.

BOARD OF WATER, ELECTRIC, AND
COMMUNICATIONS TRUSTEES OF
THE CITY OF MUSCATINE, IOWA

A handwritten signature in cursive script, reading "Kelly Miller".

Kelly Miller
Board Secretary

Muscatine County Board of Supervisors
Monday, June 17, 2024

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Mather, Sauer and Sorensen present. Chairperson Sorensen presiding.

On a motion by Sauer, second by Mather, the agenda was approved as presented. Ayes: All.

On a motion by Sauer, second by Chick, the Board approved setting letting date of July 22, 2024 at 9:00 a.m. for the LFM-(FU-9)--7X-70, a 80' x 30' -6' PPCB Bridge on 120th St (F65) in Section 16-T78-R01E. Ayes: All.

County Engineer Bryan Horesowsky updated the Board on secondary roads projects.

On a motion by Kirchner, second by Sauer, the Board approved the minutes of the June 10, 2024 regular meeting and June 11, 2024 special meeting. Ayes: All.

Correspondence:

Chick received call from Diane Frolick on a nuisance property in Montpelier, Iowa.

Chick contacted Planning & Zoning Administrator Eric Furnas regarding previous communications on the property and Furnas will look into it.

Mather received a call commending Veterans Affairs Director Eric Sanders for his work.

Sauer and Sorensen attended the MUSCO Lighting ribbon cutting event on June 10, 2024.

Committee and Meeting Reports:

Mather attended the Seventh Judicial District Department of Correctional Services Board meeting on June 7, 2024.

Mather attended the Community Action of Eastern Iowa special meeting to appoint an interim CEO on June 14, 2024.

Mather stated the Veterans Affairs Commission of Muscatine County has two openings for the upcoming term and there are eight quality applicants.

On a motion by Chick, second by Mather approved a hiring request for Community Services Financial/Office Support Specialist for Faith Lane at Grade 9/Step 4 with a proposed start date of June 17, 2024. Ayes: All.

On a motion by Chick, second by Kirchner approved the chair to sign a contract with the Mississippi Valley Workforce Development Board to provide Employer of Record Services. Ayes: All.

On a motion by Chick, second by Sauer approved the renewal agreement for HIPAA compliance series with Carosh Compliance Solutions in the amount of \$14,580.00. Ayes: All.

Sheriff Quinn Riess commended the Sheriff Department Staff, Patrol Staff, Jail Staff, Police

Department, Wilton Police Department, Durant Police Department, West Liberty Police Department, Fire Departments, and ambulance services. Riess stated we've had a rough couple of weeks and made a request to citizens to slow down and pay attention when driving on the roads. Riess stated all the recent accidents with serious consequences were caused by driver error.

Muscatine County Building, Zoning, & Environmental Inspector Brandon Hatcher gave an update on the Court House roof project. Hatcher stated Renaissance Roofing Inc. will continue erecting scaffolding around and up to the tower and establishing their exclusion zone area around the project. Horizon Architecture came out and took a look at the roof. At the time of the original project bid they were not sure if the contractor back in the 1990s had stripped the slate off of the roof or if they had gone up and over it. It appears the existing slate had gone up and over. Mike Nolan and Scott McDonnah with Horizon Architecture viewed the existing roof recently and their initial thoughts were that it looked sound and they could construct on top of it. Nolan and McDonnah stated they were going to work with M2B Engineering and complete some analysis on the existing drawings that were being digitized and figure out if an extra load of slate could be put on the existing slate which is roughly 900 pounds per square which is a pretty significant load. Hatcher stated those who are in construction and who have viewed the court house roof, stated its' very stout but it's a positive outlook for now. Hatcher stated what is there is significant and is able to carry what we're proposing. Scaffolding should take another week and a half then they will start doing tear off down to roof deck and re-slate on top of that. The next step after scaffolding is completed is to evaluate the dome and work their way down on the roofing project.

The meeting was adjourned at 9:17 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Jeff Sorensen, Chairperson
Board of Supervisors



City of Muscatine

ITEM NUMBER 2024-0277

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

Brett Parcher, Golf Course Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve the Issuance of a Purchase order to be Issued After July 1, 2024, to Van Wall Equipment, in the Amount of \$8500, for a John Deere Gator TX for Golf Maintenance Operations.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval to purchase a 2021 John Deere Gator TX utility vehicle. Multiple bids were received with lowest bid from Van Wall Turf for \$8500.

STAFF RECOMMENDATION

At this time city staff would recommend the issuance of a purchase order for \$8500 to Van Wall Equipment for the purchase of a 2021 John Deere Gator TX

BACKGROUND/DISCUSSION

The utility vehicle will be used for day to day operations at the golf course.

CITY FINANCIAL IMPACT

In the FY 24/25 Golf Maintenance Operations budget there is \$10,000 approved for the purchase of a utility vehicle.

ATTACHMENTS

1. Gator Bid Document

MEMORANDUM

June 19, 2024

TO: Richard Klimes, Director of Parks and Recreation
FROM: Brett Parcher, Golf Course Supervisor
SUBJECT: Utility Vehicle

Bid documents were sent out to numerous vendors with 3 responding. Here are the results

<u>Company Name</u>	<u>Model</u>	<u>Price</u>
Van Wall Equipment	2021 John Deere Gator TX	\$8500
Kesteloot	2021 John Deere Gator TX	\$9900
Ballweg Implement	2021 John Deere Gator TX	\$11900

Therefore it is my recommendation that we purchase a 2021 John Deere Gator TX for \$8500 from Van Wall Equipment in Rock Island, Illinois.

Brett Parcher
Golf Course Supervisor

Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 06/25/2024 - 2:01PM
 Batch: 00008.06.2024



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-14300	THE HARTFORD	Pre-Paid Employee Bond	07/01/2024	0	7,351.00	
		Vendor Subtotal:			7,351.00	
1000-01-1111-69400	IOWA LEAGUE OF CITIES	Annual Dues 7/1/24 - 6/30/25	07/01/2024	0	9,760.00	
		Vendor Subtotal:			9,760.00	
1000-01-1131-61340	CIVICPLUS	CIVIC PLUS	07/01/2024	0	11,174.38	
1000-01-1131-61340	CIVICPLUS	MUNIPRO SUBSCRIP	07/01/2024	0	2,795.00	
1000-01-1131-61340	CIVICPLUS	CITIZEN REQUEST MANAGEMENT 1	07/01/2024	0	15,913.49	
		Vendor Subtotal:			29,882.87	
1000-01-1131-69400	MUSCATINE CHAMBER OF COMME	July - December Dues	07/01/2024	0	102.50	
		Vendor Subtotal:			102.50	
1000-01-1132-64700	DAVID HARRIS	David Harris Leadership Training	06/25/2024	0	2,916.65	00027491
		Vendor Subtotal:			2,916.65	
1000-01-1144-52840	DRJ GROUP, LLC	FIRST AID	06/25/2024	0	31.33	
		Vendor Subtotal:			31.33	
1000-01-1144-66300	SELECTIVE INSURANCE COMPANY	FLOOD INS CITY HALL	07/01/2024	0	9,352.00	
1000-01-1144-66300	SELECTIVE INSURANCE COMPANY	FLOOD INS PEARL CITY	07/01/2024	0	1,070.00	
1000-01-1144-66300	SELECTIVE INSURANCE COMPANY	FLOOD INS RIVERVIEW CENTER	07/01/2024	0	4,951.00	

1000-01-1144-66300	SELECTIVE INSURANCE COMPANY	FLOOD INS PSB	07/01/2024	0	5,109.00
		Vendor Subtotal:			20,482.00
1000-01-1144-66300	THE HARTFORD	Employee Bond FY 25	07/01/2024	0	3,676.00
		Vendor Subtotal:			3,676.00
1000-05-1143-61340	SPRINGBROOK HOLDING COMPAN	SPRINGBROOK SOFTWARE RENEW	07/01/2024	0	63,473.15
		Vendor Subtotal:			63,473.15
1000-05-1143-61340	FIFTH ASSET, INC	Lease and Subscription Software FY25	07/01/2024	0	7,600.00
		Vendor Subtotal:			7,600.00
1000-05-1145-51300	AMAZON.COM	TONER FOR FAX	06/25/2024	0	55.00
		Vendor Subtotal:			55.00
1000-05-1146-61340	NEWMIND GROUP INC	GOOGLE WORKSPACE JULY 12, 2024	07/01/2024	0	30,783.00
		Vendor Subtotal:			30,783.00
1000-05-1146-65240	MUSCATINE POWER & WATER	INTERNET MAY	06/25/2024	0	387.00
		Vendor Subtotal:			387.00
1000-10-1221-62310	ADVANCED BUSINESS SYSTEMS IN	JUNE BASE CHARGE	06/25/2024	0	25.75
1000-10-1221-62310	ADVANCED BUSINESS SYSTEMS IN	MAY PRINT CHARGE	06/25/2024	0	17.92
		Vendor Subtotal:			43.67
1000-15-1311-33430	GATSO USA INC.	ATE Fees - April	06/25/2024	0	13,203.00
1000-15-1311-33430	GATSO USA INC.	ATE Fees - May	06/25/2024	0	10,260.00
		Vendor Subtotal:			23,463.00

1000-15-1311-52300	UNIFORM DEN INC	Vest Carrier	06/25/2024	0	287.03
		Vendor Subtotal:			287.03
1000-15-1311-62370	SYCAMORE PRINTING INC	National Night Out Flyer	06/25/2024	0	97.00
		Vendor Subtotal:			97.00
1000-15-1311-64120	GREG HAZELETT	TRAVEL REIMB 6/9-6/14	06/25/2024	0	356.03
		Vendor Subtotal:			356.03
1000-15-1311-64120	JOHN HESSELING	HESSELING TRAVEL REIMB. 6/9-6/14	06/25/2024	0	149.20
		Vendor Subtotal:			149.20
1000-15-1311-64120	ANTHONY KIES	Reimb Travel 5/20/23 - 5/23/23	06/25/2024	0	401.35
		Vendor Subtotal:			401.35
1000-15-1311-64120	TODD KOCH	T KOCH TRAVEL REIM	06/25/2024	0	140.38
		Vendor Subtotal:			140.38
1000-15-1311-64120	CASEY JENSEN	C JENSEN TRAVEL REIMB	06/25/2024	0	301.41
		Vendor Subtotal:			301.41
1000-15-1311-64120	MATTHEW WILKINSON	M WILKINSON TRAVEL REIMB 6/9-6/14	06/25/2024	0	114.71
		Vendor Subtotal:			114.71
1000-15-1311-64120	DAKOTA MULLEN	D MULLEN TRAVEL REIMB 6/9-6/14	06/25/2024	0	141.02
		Vendor Subtotal:			141.02
1000-15-1311-64200	DAVID HARRIS	David Harris Leadership Training - Buss	06/25/2024	0	416.67 00027491

			Vendor Subtotal:		416.67
1000-15-1312-68100	MUSCATINE HUMANE SOCIETY	JULY 2024	07/01/2024	0	6,666.67
			Vendor Subtotal:		6,666.67
1000-15-1317-65260	MUSCATINE CO ADMINISTRATION	May DTF Phones	06/25/2024	0	133.20
			Vendor Subtotal:		133.20
1000-15-1320-61660	ROSE INVESTMENTS OF DULUTH	HOUSING FOR PEER SUPPORT TRAINEES	06/25/2024	0	750.00
			Vendor Subtotal:		750.00
1000-20-1321-52300	CONWAY SHIELD	Helmet Sheild - Numkena	06/25/2024	0	68.90
			Vendor Subtotal:		68.90
1000-20-1321-52830	HEIMAN FIRE EQUIPMENT	Pocket Spanners	06/25/2024	0	60.27
			Vendor Subtotal:		60.27
1000-20-1321-52830	SINCLAIR	Chain Loop	06/25/2024	0	41.72
			Vendor Subtotal:		41.72
1000-20-1321-53220	REEVES BATTERY SALES	Auto/Light Truck Battery 800 CCA / 48V	06/25/2024	0	120.00 00027709
1000-20-1321-53220	REEVES BATTERY SALES	Auto/Light Truck Battery 800 CCA / 48V	06/25/2024	0	120.00 00027710
			Vendor Subtotal:		240.00
1000-20-1321-61340	ESO SOLUTIONS	ESO Support/Maintenance	07/01/2024	0	5,714.65
			Vendor Subtotal:		5,714.65
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	06/25/2024	0	30.39

Vendor Subtotal:					30.39
1000-20-1321-64700	DAVID HARRIS	David Harris Leadership Training - Rippe	06/25/2024	0	416.67 00027491
1000-20-1321-64700	DAVID HARRIS	David Harris Leadership Training - Ewer	06/25/2024	0	416.67 00027491
1000-20-1321-64700	DAVID HARRIS	David Harris Leadership Training - McSc	06/25/2024	0	416.67 00027491
Vendor Subtotal:					1,250.01
1000-20-1321-74200	FELD FIRE	Lift Air Bags - 10.3 Bar Master Control K	06/25/2024	0	7,982.00 00025435
1000-20-1321-74200	FELD FIRE	Lift Air Bags - Model 50 5-bag Lift Set G	06/25/2024	0	11,858.00 00025435
1000-20-1321-74200	FELD FIRE	Freight	06/25/2024	0	123.00
Vendor Subtotal:					19,963.00
1000-25-1411-53220	MUSCATINE LAWN & POWER	LEFT HYDRO DRIVE	06/25/2024	0	1,545.52 00027684
1000-25-1411-53220	MUSCATINE LAWN & POWER	PULLEY	06/25/2024	0	47.99
1000-25-1411-53220	MUSCATINE LAWN & POWER	OIL PRESSURE SWITCH	06/25/2024	0	26.20
Vendor Subtotal:					1,619.71
1000-25-1411-53220	SINCLAIR	NON-INVENTORY MATERIALS - CH	06/25/2024	0	22.99
Vendor Subtotal:					22.99
1000-25-1411-53220	AMAZON.COM	PARTS	06/25/2024	0	6.99
Vendor Subtotal:					6.99
1000-25-1411-65310	ALLIANT ENERGY	GREENWOOD CEMETERY GAS	06/25/2024	0	34.65
Vendor Subtotal:					34.65
1000-25-1423-52100	MENARDS (MUSC)	HOSE SUPPLIES	06/25/2024	0	95.75
Vendor Subtotal:					95.75
1000-25-1423-52810	GRAINGER DEPT 802675066	SWING CHAIN	06/25/2024	0	68.76

			Vendor Subtotal:		68.76
1000-25-1423-52890	MENARDS (MUSC)	PAINT SUPPLIES	06/25/2024	0	62.30
			Vendor Subtotal:		62.30
1000-25-1423-52890	PLUMB SUPPLY COMPANY	MISC OPERATING SUPPLIES	06/25/2024	0	51.87
			Vendor Subtotal:		51.87
1000-25-1423-53130	PLUMB SUPPLY COMPANY	PLUMBING	06/25/2024	0	46.69
			Vendor Subtotal:		46.69
1000-25-1423-53220	AUTOZONE	BACK-UP CAMERA	06/25/2024	0	126.09 00027596
			Vendor Subtotal:		126.09
1000-25-1423-53220	GRAINGER DEPT 802675066	OVERALLS	06/25/2024	0	56.85
			Vendor Subtotal:		56.85
1000-25-1423-53220	MUSCATINE LAWN & POWER	BLADE	06/25/2024	0	89.98
			Vendor Subtotal:		89.98
1000-25-1423-53220	SINCLAIR	NON-INVENTORY MATERIALS	06/25/2024	0	53.13
			Vendor Subtotal:		53.13
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	LAUNDRY SERVICE	06/25/2024	0	9.20
			Vendor Subtotal:		9.20
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	PUMP FUEL	06/25/2024	0	44.34
			Vendor Subtotal:		44.34

1000-25-1424-65210	CENTURYLINK	PHONE JUNE	06/25/2024	0	82.37
		Vendor Subtotal:			82.37
1000-25-1425-62120	FREERS & SONS TREE SERVICE	TREE REMOVAL RIVER ROAD	06/25/2024	0	350.00 00027761
		Vendor Subtotal:			350.00
1000-25-1427-52730	SPRATT OIL SALES	RED-DYE DIESEL	06/25/2024	0	501.60 00027706
		Vendor Subtotal:			501.60
1000-25-1427-53220	CARQUEST OF MUSCATINE	NON-INVENTORY MATERIALS	06/25/2024	0	98.60
		Vendor Subtotal:			98.60
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	LAUNDRY SERVICE	06/25/2024	0	24.00
		Vendor Subtotal:			24.00
1000-25-1427-63300	PS3 Enterprises Inc.	PORTABLE RESTROOM SERVICES	06/25/2024	0	100.00
		Vendor Subtotal:			100.00
1000-25-1432-52840	AMAZON.COM	FIRST AID SUPPLIES	06/25/2024	0	15.70
		Vendor Subtotal:			15.70
1000-25-1432-52890	AMAZON.COM	WRISTBANDS	06/25/2024	0	69.95
1000-25-1432-52890	AMAZON.COM	DISCOUNT/PROMO	06/25/2024	0	-0.79
		Vendor Subtotal:			69.16
1000-30-1511-52890	AMAZON.COM	ACRYLIC SIGN HOLDERS(12), PEEL	06/25/2024	0	52.97
		Vendor Subtotal:			52.97

1000-30-1511-61340	ENVISIONWARE INC.	24/25 ENVISIONWARE MAINT SERV	07/01/2024	0	15,799.87
		Vendor Subtotal:			15,799.87
1000-30-1511-61340	DAVENPORT PUBLIC LIBRARY	CONTENT DM FEES 24/25	07/01/2024	0	1,284.05
		Vendor Subtotal:			1,284.05
1000-30-1511-61340	ZOOBEAN INC	COMPUTER SOFTWARE SUPPORT/M	07/01/2024	0	1,100.00
		Vendor Subtotal:			1,100.00
1000-30-1511-62460	AMAZON.COM	WATERMELON KEYCHAINS	06/25/2024	0	87.96
		Vendor Subtotal:			87.96
1000-30-1511-63300	XEROX CORPORATION	XEROX COPIER MAY 2024	06/25/2024	0	209.73
		Vendor Subtotal:			209.73
1000-40-1151-62450	MIDWEST ALARM SERVICES	ART CENTER STORAGE BURG ALAR	06/25/2024	0	393.72
1000-40-1151-62450	MIDWEST ALARM SERVICES	FIRE ALARM SYSTEM INSPECTION	07/01/2024	0	570.00
		Vendor Subtotal:			963.72
1000-40-1151-65210	MUSCATINE POWER & WATER	PHONE LINE MAY	06/25/2024	0	43.59
		Vendor Subtotal:			43.59
1000-40-1151-65310	ALLIANT ENERGY	ART CENTER - MAY	06/25/2024	0	1,086.36
1000-40-1151-65310	ALLIANT ENERGY	FIRE LOT 8 GARAGE - MAY	06/25/2024	0	41.30
1000-40-1151-65310	ALLIANT ENERGY	CITY HALL MAY	06/25/2024	0	67.82
1000-40-1151-65310	ALLIANT ENERGY	PUBLIC SAFETY MAY	06/25/2024	0	74.01
		Vendor Subtotal:			1,269.49
1000-40-1151-67330	MIDWEST ALARM SERVICES	KITCHEN HOOD SUPPRESSION MAI	06/25/2024	0	1,843.44

Vendor Subtotal:					1,843.44
1000-40-1621-52840	FASTENAL COMPANY	BOTTLE WATER/ELECTROLYTE PA	06/25/2024	0	72.35
Vendor Subtotal:					72.35
1000-40-1621-52840	AMAZON.COM	Pioneer Reflective Safety Pants - S/M	06/25/2024	0	30.66 00027749
1000-40-1621-52840	AMAZON.COM	Pioneer Reflective Safety Pants - 2/3XL	06/25/2024	0	59.16 00027749
1000-40-1621-52840	AMAZON.COM	Pioneer Reflective Safety Pants - L/XL	06/25/2024	0	83.34 00027749
1000-40-1621-52840	AMAZON.COM	Pioneer Reflective Safety Pants - 4/5XL	06/25/2024	0	27.30 00027749
Vendor Subtotal:					200.46
1000-40-1621-53400	LOGAN CONTRACTORS SUPPLY IN	Crafco Detack 5 gal buckets (used during	06/25/2024	0	470.56 00027744
Vendor Subtotal:					470.56
1000-40-1641-64200	DAVID HARRIS	David Harris Leadership Training - Stiner	06/25/2024	0	416.67 00027491
Vendor Subtotal:					416.67
1000-40-1641-65250	MUSCATINE POWER & WATER	FAX LINE MAY	06/25/2024	0	22.39
Vendor Subtotal:					22.39
Subtotal for FUND: 1000					264,798.76
3981-30-3981-52890	AMAZON.COM	EARBUDS	06/25/2024	0	29.95
Vendor Subtotal:					29.95
3981-30-3981-62460	RICK E BRAMMER	24/25 PROG FEES	07/01/2024	0	1,250.00
Vendor Subtotal:					1,250.00
3981-30-3981-62460	DAN CHAPMAN	JUNE - PRESENTER OF MOVIES CHA	06/25/2024	0	100.00

		Vendor Subtotal:			100.00
3981-30-3981-62460	MIKAYLA OZ	MIKAYLA OZ MAGICIAN PROGRAM	07/01/2024	0	800.00
		Vendor Subtotal:			800.00
3981-30-3981-62460	WEST HILL CAKERY	JULY 10 HOW TO CAKE DECORATIN	07/01/2024	0	300.00
		Vendor Subtotal:			300.00
		Subtotal for FUND: 3981			2,479.95
4180-40-4180-73200	HEUER CONSTRUCTION	FULLIAM AVE RECONST PHASE 2 P.	06/25/2024	0	54,804.55
		Vendor Subtotal:			54,804.55
		Subtotal for FUND: 4180			54,804.55
4276-40-4276-71200	ELIZABETH NEGUS	Easement 1106 Iowa Ave	06/25/2024	0	1,770.65
		Vendor Subtotal:			1,770.65
4276-40-4276-71200	SKUARED PROPERTIES, LLC	Easement on 1104 Iowa Ave	06/25/2024	0	1,072.33
		Vendor Subtotal:			1,072.33
4276-40-4276-71200	DAN YOAKAM	Easement 407 Roscoe Ave	06/25/2024	0	2,511.74
		Vendor Subtotal:			2,511.74
4276-40-4276-71200	DANA HOPKINS	Easement 105 W 11th St	06/25/2024	0	1,667.48
		Vendor Subtotal:			1,667.48
4276-40-4276-71200	BRENNAN ALEXANDER	Easement 102 Amy Dr	06/25/2024	0	1,949.25

			Vendor Subtotal:		1,949.25
4276-40-4276-71200	JASON KNIPFER	Easement 106 Amy Dr	06/25/2024	0	1,817.29
			Vendor Subtotal:		1,817.29
4276-40-4276-71200	STEPHANIE ANSON	Easement 108 Amy Dr	06/25/2024	0	1,635.33
			Vendor Subtotal:		1,635.33
4276-40-4276-71200	DONALD KELLY	Easement 402 Roscoe Ave	06/25/2024	0	946.89
			Vendor Subtotal:		946.89
4276-40-4276-73100	KE FLATWORK INC	WHSSP - PHASE 6 A/B PAY APP # 21	06/25/2024	0	53,432.27
			Vendor Subtotal:		53,432.27
			Subtotal for FUND: 4276		66,803.23
4444-25-4444-61420	HOFFMANN INC	ENGINEERING FEES FOR RIVERVIEW	06/25/2024	0	2,250.00 00027524
			Vendor Subtotal:		2,250.00
			Subtotal for FUND: 4444		2,250.00
4491-00-0000-20600	HENLEY GROUP	TAYLOR PARK IMPROVEMENTS - SI	06/25/2024	0	15,576.20
			Vendor Subtotal:		15,576.20
4491-00-4492-72300	HENLEY GROUP	TAYLOR PARK IMPROVEMENTS - B	06/25/2024	0	15,850.00
			Vendor Subtotal:		15,850.00
4491-00-4492-73300	HENLEY GROUP	Grading and gravel pad	06/25/2024	0	1,100.00 00026955
4491-00-4492-73300	HENLEY GROUP	Security Fence	06/25/2024	0	8,900.00 00026955

			Vendor Subtotal:		10,000.00
4491-00-4492-73500	HENLEY GROUP	TAYLOR PARK IMPROVEMENTS - B.	06/25/2024	0	49,162.50
			Vendor Subtotal:		49,162.50
4491-00-4494-73500	HENLEY GROUP	TAYLOR PARK IMPROVEMENTS - SI	06/25/2024	0	1,073.81
			Vendor Subtotal:		1,073.81
4491-00-4495-73300	HENLEY GROUP	Bench Pads	06/25/2024	0	7,200.00 00026955
			Vendor Subtotal:		7,200.00
			Subtotal for FUND: 4491		98,862.51
4842-00-4847-68300	MUSCATINE DOWNTOWN INVESTCF	ACADE GRANT PEARL PLAZA	06/25/2024	0	5,000.00
			Vendor Subtotal:		5,000.00
4842-00-4847-68300	BOONIES ON THE AVENUE	FACADE GRANT BOONIES	06/25/2024	0	5,000.00
			Vendor Subtotal:		5,000.00
			Subtotal for FUND: 4842		10,000.00
5211-40-5211-52840	AMAZON.COM	Fluids Clean Up Kits	06/25/2024	0	53.85
5211-40-5211-52840	AMAZON.COM	First Aid Kits	06/25/2024	0	36.34
			Vendor Subtotal:		90.19
5211-40-5211-65100	AMAZON.COM	Tablecloth	06/25/2024	0	59.98
			Vendor Subtotal:		59.98
5211-40-5211-74100	HOGLUND BUS CO. INC.	Replaces P.O. 25654 1- New England We	06/25/2024	0	198,278.00 00025274

			Vendor Subtotal:		198,278.00
5211-40-5211-74100	DIAMOND MANUFACTURING, INC	Farebox Stand for New Bus, Replacing B	06/25/2024	0	251.00 00027776
			Vendor Subtotal:		251.00
			Subtotal for FUND: 5211		198,679.17
5451-00-0000-14400	7G DISTRIBUTING LLC	Increase the Deposit on Account	07/01/2024	0	3,000.00
			Vendor Subtotal:		3,000.00
5451-25-5451-52250	RIVER CITY TURF & ORNAMENTAL	ROUDUP WEATHMAXX	06/25/2024	0	582.50 00027645
			Vendor Subtotal:		582.50
5451-25-5451-53130	MTI DISTRIBUTING INC	SPRINKLER BODY	06/25/2024	0	435.00 00027754
5451-25-5451-53130	MTI DISTRIBUTING INC	SHIPPING	06/25/2024	0	20.32 00027754
5451-25-5451-53130	MTI DISTRIBUTING INC	PLUMBING SUPPLIES	06/25/2024	0	7.65
			Vendor Subtotal:		462.97
5451-25-5451-53220	MTI DISTRIBUTING INC	PARTS	06/25/2024	0	56.40
5451-25-5451-53220	MTI DISTRIBUTING INC	LATCH	06/25/2024	0	60.96
			Vendor Subtotal:		117.36
5451-25-5452-52851	7G DISTRIBUTING LLC	BEER FOR RESALE	06/25/2024	0	172.00
5451-25-5452-52851	7G DISTRIBUTING LLC	BEER FOR RESALE	06/25/2024	0	1,323.90
			Vendor Subtotal:		1,495.90
5451-25-5452-52851	IOWA BEVERAGE	BEER FOR RESALE	06/25/2024	0	377.15
			Vendor Subtotal:		377.15
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	BEER FOR RESALE	06/25/2024	0	748.53

		Vendor Subtotal:			748.53
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	FOOD	06/25/2024	0	782.52
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	FOOD & BEV FOR RESALE	06/25/2024	0	979.70
		Vendor Subtotal:			1,762.22
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Chrom Balls	06/25/2024	0	127.59
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Chrom Balls	06/25/2024	0	127.59
		Vendor Subtotal:			255.18
5451-25-5452-52853	TITLEIST	FOOTJOY STA SOF GLOVES	06/25/2024	0	84.00 00027734
5451-25-5452-52853	TITLEIST	SHIPPING	06/25/2024	0	8.32 00027734
		Vendor Subtotal:			92.32
5451-25-5452-63300	HARRIS GOLF CARS	MONTHLY FEES	07/01/2024	0	5,700.00
		Vendor Subtotal:			5,700.00
		Subtotal for FUND: 5451			14,594.13
5466-25-5466-53120	MENARDS (MUSC)	FUEL TANK ALARMS AND TOOL	06/25/2024	0	51.72
		Vendor Subtotal:			51.72
		Subtotal for FUND: 5466			51.72
5642-45-5642-52890	MENARDS (MUSC)	OP SUPPLIES	06/25/2024	0	48.97
		Vendor Subtotal:			48.97
5642-45-5642-62285	WEIKERT IRON AND METAL	REFUSE APPLIANCE DISPOSAL	06/25/2024	0	228.00
		Vendor Subtotal:			228.00

5642-45-5642-67340	SIGN PRO	'No parking' Stickers for Dumpsters	06/25/2024	0	338.00 00027088
		Vendor Subtotal:			338.00
		Subtotal for FUND: 5642			614.97
5658-45-5658-35219	BOB GRIES	TIRE PICKUP REIMB.	06/25/2024	0	8.00
		Vendor Subtotal:			8.00
5658-45-5658-51300	QUILL CORPORATION	8 1/2 x 11 Perforated 5.5 Paper 20 lb	06/25/2024	0	219.24 00027638
		Vendor Subtotal:			219.24
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	CRANE REPAIR	06/25/2024	0	46.83
		Vendor Subtotal:			46.83
5658-45-5658-52890	DIAMOND MOWERS, INC	KNIFE STD SHORT HD FLAIL, CLEVI	06/25/2024	0	91.20
		Vendor Subtotal:			91.20
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	LAUNDRY SERVICE	06/25/2024	0	12.19
		Vendor Subtotal:			12.19
5658-45-5658-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	06/25/2024	0	45.00
		Vendor Subtotal:			45.00
5658-45-5658-62285	WEIKERT IRON AND METAL	TRANSFER STATION APPLIANCE DI	06/25/2024	0	702.00
		Vendor Subtotal:			702.00
5658-45-5658-62310	GORDON FLESCH COMPANY	JUNE COPIER	06/25/2024	0	33.57
		Vendor Subtotal:			33.57

5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	K YERINGTON OPER 6/10-6/16	06/25/2024	0	90.00
		Vendor Subtotal:			90.00
		Subtotal for FUND: 5658			1,248.03
5660-50-5662-52100	MENARDS (MUSC)	Mulch	06/25/2024	0	162.68 00027769
		Vendor Subtotal:			162.68
5660-50-5662-52220	JAYNE PRODUCTS	Struvite Remover	06/25/2024	0	6,930.00 00027643
5660-50-5662-52220	JAYNE PRODUCTS	FREIGHT	06/25/2024	0	1,469.00
		Vendor Subtotal:			8,399.00
5660-50-5662-52400	MENARDS (MUSC)	Cleaning supplies	06/25/2024	0	59.73 00027769
		Vendor Subtotal:			59.73
5660-50-5662-52840	AMAZON.COM	Fendall Pure Flow Eyewash Station Refill	06/25/2024	0	269.99 00027743
		Vendor Subtotal:			269.99
5660-50-5662-52840	DRJ GROUP, LLC	FIRST AID	06/25/2024	0	24.87
		Vendor Subtotal:			24.87
5660-50-5662-52890	MENARDS (MUSC)	Operating Supplies	06/25/2024	0	156.60 00027769
		Vendor Subtotal:			156.60
5660-50-5662-53210	GRAINGER DEPT 802675066	BOLTS	06/25/2024	0	22.29
		Vendor Subtotal:			22.29
5660-50-5662-53220	ARNOLD MOTOR SUPPLY	LAMP	06/25/2024	0	5.64
		Vendor Subtotal:			5.64

5660-50-5662-53220	GRAINGER DEPT 802675066	FLAT STOCK	06/25/2024	0	79.77
		Vendor Subtotal:			79.77
5660-50-5662-53220	MOTION INDUSTRIES INC	BELTS	06/25/2024	0	20.96
		Vendor Subtotal:			20.96
5660-50-5662-53220	AMAZON.COM	BULB	06/25/2024	0	13.69
5660-50-5662-53220	AMAZON.COM	FAN	06/25/2024	0	34.58
5660-50-5662-53220	AMAZON.COM	FLOOR MATS	06/25/2024	0	85.40
5660-50-5662-53220	AMAZON.COM	BATTERY	06/25/2024	0	87.28
		Vendor Subtotal:			220.95
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	RUGS	06/25/2024	0	272.67
		Vendor Subtotal:			272.67
5660-50-5663-53220	ARNOLD MOTOR SUPPLY	U-JOINT	06/25/2024	0	78.64
5660-50-5663-53220	ARNOLD MOTOR SUPPLY	U-JOINT	06/25/2024	0	39.32
5660-50-5663-53220	ARNOLD MOTOR SUPPLY	BRAKE CLEANER	06/25/2024	0	15.96
		Vendor Subtotal:			133.92
5660-50-5663-53220	AMAZON.COM	SPEAKERS	06/25/2024	0	17.69
5660-50-5663-53220	AMAZON.COM	FLANGE	06/25/2024	0	69.95
		Vendor Subtotal:			87.64
5660-50-5663-65310	ALLIANT ENERGY	LOVE'S MAY GAS	06/25/2024	0	39.78
		Vendor Subtotal:			39.78
5660-50-5663-65320	MUSCATINE POWER & WATER	MAGNOLIA MAY ELEC	06/25/2024	0	30.24
		Vendor Subtotal:			30.24

5660-50-5663-67130	SCHMARJE	Machine work for Papoose bar screen rak	06/25/2024	0	300.00 00027737
		Vendor Subtotal:			300.00
5660-50-5663-69200	PACK-N-SHIP	SHIPPING BEARINGS TO HUPP FOR I	06/25/2024	0	25.52
		Vendor Subtotal:			25.52
5660-50-5665-52210	AIRGAS USA LLC	Argon	06/25/2024	0	402.44 00027580
5660-50-5665-52210	AIRGAS USA LLC	FREIGHT	06/25/2024	0	32.45
		Vendor Subtotal:			434.89
5660-50-5665-52210	ANALYTICHEM CANADA INC	CREDIT ON ACCOUNT	06/25/2024	0	-1,392.97
5660-50-5665-52210	ANALYTICHEM CANADA INC	LAB SUPPLIES CREDIT	06/25/2024	0	-87.74
5660-50-5665-52210	ANALYTICHEM CANADA INC	Lab Supplies	06/25/2024	0	821.00
5660-50-5665-52210	ANALYTICHEM CANADA INC	Lab Supplies	06/25/2024	0	111.40 00027401
5660-50-5665-52210	ANALYTICHEM CANADA INC	Lab Supplies	06/25/2024	0	107.13
5660-50-5665-52210	ANALYTICHEM CANADA INC	Lab Supplies	06/25/2024	0	1,082.40
5660-50-5665-52210	ANALYTICHEM CANADA INC	Mixed Calibration Set	06/25/2024	0	496.00 00027615
5660-50-5665-52210	ANALYTICHEM CANADA INC	SIC 1 Standard	06/25/2024	0	41.20 00027615
5660-50-5665-52210	ANALYTICHEM CANADA INC	FREIGHT	06/25/2024	0	21.00
		Vendor Subtotal:			1,199.42
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	LAB COATS	06/25/2024	0	28.40
		Vendor Subtotal:			28.40
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	SUBZERO	06/25/2024	0	60.54
		Vendor Subtotal:			60.54
5660-50-5668-52890	MENARDS (MUSC)	OP SUPPLIES	06/25/2024	0	67.77
		Vendor Subtotal:			67.77
		Subtotal for FUND: 5660			12,103.27

5664-40-5664-53400	AMAZON.COM	6x100 8oz. Non Woven Landscaping Fat	06/25/2024	0	236.61 00027722
		Vendor Subtotal:			236.61
5664-40-5664-68300	MUSCATINE LOUISA DRAINAGE	Annual Drainage Fee FY 24/25	07/01/2024	0	5,000.00
		Vendor Subtotal:			5,000.00
5664-50-5667-62530	PS3 Enterprises Inc.	PORTABLE RESTROOM SERVICES	06/25/2024	0	170.00
		Vendor Subtotal:			170.00
		Subtotal for FUND: 5664			5,406.61
5711-10-5711-61650	CARVER AERO INC	JULY 24	07/01/2024	0	3,875.00
		Vendor Subtotal:			3,875.00
5711-10-5711-62530	CFP HOLDING COMPANY	FIRE MONITORING 6/24-5/25	07/01/2024	0	540.00
		Vendor Subtotal:			540.00
5711-10-5711-66100	ARTHUR J GALLAGHER RISK MNGI	AIRPORT LIABILITY INS	07/01/2024	0	4,953.00
5711-10-5711-66100	ARTHUR J GALLAGHER RISK MNGI	Airport Liability - Installment 3 of 3	07/01/2024	0	4,953.00
		Vendor Subtotal:			9,906.00
		Subtotal for FUND: 5711			14,321.00
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Tincture Compound	06/25/2024	0	64.99
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#595410 Hi-Flow Suction Canister with A	06/25/2024	0	88.72 00027730
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#16384 Physio-Control Multi-Function D	06/25/2024	0	94.95 00027730
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#US220L UltraSense Exam Gloves Blue I	06/25/2024	0	94.90 00027730
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evident	06/25/2024	0	90.69 00027730
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#661469MS Curaplex Transparent IV Dri	06/25/2024	0	29.50 00027730
		Vendor Subtotal:			463.75

5811-20-5811-52840	S.J. SMITH CO.	Oxygen	06/25/2024	0	79.98
		Vendor Subtotal:			79.98
5811-20-5811-52840	TELEFLEX LLC	#9001P-VC-005 EZ-IO 25MM Needle S	06/25/2024	0	677.50 00027601
		Vendor Subtotal:			677.50
5811-20-5811-53220	FELD FIRE	Return	06/25/2024	0	-126.75
5811-20-5811-53220	FELD FIRE	Knob Set	06/25/2024	0	64.39
		Vendor Subtotal:			-62.36
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	Copier	06/25/2024	0	184.50
		Vendor Subtotal:			184.50
		Subtotal for FUND: 5811			1,343.37
5821-55-5821-68300	GREATER MUSCATINE CHAMBER (TOURISM AGREEMENT QUARTERL'		07/01/2024	0	33,750.00
		Vendor Subtotal:			33,750.00
		Subtotal for FUND: 5821			33,750.00
7625-40-7625-52760	RAINBO OIL CO-JET BULK OIL	Bulk DEF for stock	06/25/2024	0	935.00 00027668
		Vendor Subtotal:			935.00
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Air Filter	06/25/2024	0	16.34
		Vendor Subtotal:			16.34
7625-40-7625-53210	NAPA OF MUSCATINE	Air Filter	06/25/2024	0	18.82
		Vendor Subtotal:			18.82
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Filters for 418	06/25/2024	0	148.00 00027777

7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Filters for 418	06/25/2024	0	0.40
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Filter	06/25/2024	0	16.34
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Vacuum Check Valve	06/25/2024	0	5.50
Vendor Subtotal:					170.24
7625-40-7625-53220	GRAINGER DEPT 802675066	COMPRESSOR PARTS	06/25/2024	0	170.43
Vendor Subtotal:					170.43
7625-40-7625-53220	NAPA OF MUSCATINE	Radiator for 105	06/25/2024	0	135.63 00027768
7625-40-7625-53220	NAPA OF MUSCATINE	RADIATOR CAP FOR 105	06/25/2024	0	7.19
7625-40-7625-53220	NAPA OF MUSCATINE	AIR FILTER FOR 800	06/25/2024	0	15.20
7625-40-7625-53220	NAPA OF MUSCATINE	KEY FOB BATTERY FOR 712	06/25/2024	0	13.48
Vendor Subtotal:					171.50
7625-40-7625-53220	RAINBO OIL CO-JET BULK OIL	DEF for Transfer Station	06/25/2024	0	187.00 00027705
7625-40-7625-53220	RAINBO OIL CO-JET BULK OIL	TRANSPORT/ENVIRON FEE	06/25/2024	0	20.00
Vendor Subtotal:					207.00
7625-40-7625-53220	REEVES BATTERY SALES	Battery for 63	06/25/2024	0	140.00 00027805
Vendor Subtotal:					140.00
7625-40-7625-53220	AMAZON.COM	Battery chargers for 132 and 133	06/25/2024	0	224.20 00027694
7625-40-7625-53220	AMAZON.COM	Battery chargers for 132 and 133	06/25/2024	0	12.36
Vendor Subtotal:					236.56
7625-40-7625-53220	WANCO INC	pump for unit 132	06/25/2024	0	1,234.00 00027693
7625-40-7625-53220	WANCO INC	FREIGHT	06/25/2024	0	45.00
Vendor Subtotal:					1,279.00
7625-40-7625-67130	ALTORFER INC	Repair to 414	06/25/2024	0	1,623.37 00027839
Vendor Subtotal:					1,623.37

7625-40-7625-67130	TRUCK AND AUTO REPAIR	July Inspections	06/25/2024	0	281.00 00027750
7625-40-7625-67130	TRUCK AND AUTO REPAIR	Brake job/struts for RC15	06/25/2024	0	3,441.13 00027751
		Vendor Subtotal:			3,722.13
7625-40-7625-67130	TRUCKS UNLIMITED INC	Diagnose 439 AC	06/25/2024	0	590.46 00027818
		Vendor Subtotal:			590.46
7625-40-7625-67130	GARAGE 5SIX3	ALIGNMENT FOR 913	06/25/2024	0	97.20
		Vendor Subtotal:			97.20
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	06/25/2024	0	82.90
		Vendor Subtotal:			82.90
		Subtotal for FUND: 7625			9,460.95
7921-00-7921-66100	IOWA COMMUNITIES ASSURANCE ICAP	Liability Premiums	07/01/2024	0	338,651.00
		Vendor Subtotal:			338,651.00
7921-00-7921-66200	IOWA COMMUNITIES ASSURANCE ICAP	Property Premiums	07/01/2024	0	484,570.00
		Vendor Subtotal:			484,570.00
7921-00-7921-66300	IOWA COMMUNITIES ASSURANCE ICAP	Other Premiums	07/01/2024	0	84,086.00
		Vendor Subtotal:			84,086.00
7921-00-7921-69900	IMWCA	24/25 WORK COMP DEPOSIT	07/01/2024	0	21,671.00
		Vendor Subtotal:			21,671.00
		Subtotal for FUND: 7921			928,978.00

8144-10-8144-73700	CORNERSTONE COMMERCIAL CON	Downtown Facade Pay App #2	06/25/2024	0	145,523.63
		Vendor Subtotal:			145,523.63
		Subtotal for FUND: 8144			145,523.63
8146-10-8146-65100	QUAD CITY TIMES & MUSC JOURN.	RFP for Archiecture Services - Paul Bruh	06/25/2024	0	39.72
		Vendor Subtotal:			39.72
		Subtotal for FUND: 8146			39.72
8400-05-8400-74200	REXCO EQUIPMENT INC	trade-in	06/25/2024	0	-2,500.00 00026300
8400-05-8400-74200	REXCO EQUIPMENT INC	B&B trailer tbct2220et*change to ball hit	06/25/2024	0	17,500.00 00026300
8400-05-8400-74200	REXCO EQUIPMENT INC	E55 R-2 series M3419 Hydraulic x-Chan	06/25/2024	0	69,787.47 00026299
8400-05-8400-74200	REXCO EQUIPMENT INC	Standard Duty bit 18"	06/25/2024	0	1,041.00 00026299
8400-05-8400-74200	REXCO EQUIPMENT INC	3' bucket	06/25/2024	0	1,849.00 00026299
8400-05-8400-74200	REXCO EQUIPMENT INC	Auger Mounting Frame Kit	06/25/2024	0	720.00 00026299
8400-05-8400-74200	REXCO EQUIPMENT INC	Depth Check Kit 7380853	06/25/2024	0	5,904.54 00026299
8400-05-8400-74200	REXCO EQUIPMENT INC	14HP Auger Drive unit 7501034	06/25/2024	0	2,195.00 00026299
8400-05-8400-74200	REXCO EQUIPMENT INC	Trade In \$30,000	06/25/2024	0	-30,000.00 00026299
		Vendor Subtotal:			66,497.01
		Subtotal for FUND: 8400			66,497.01
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 6/21/24	06/25/2024	0	2,876.49
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 6/21/24	06/25/2024	0	94.34
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 6/21/24	06/25/2024	0	2.28
		Vendor Subtotal:			2,973.11
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE'	Mobile Phone 6/21/24	06/25/2024	0	4.50
		Vendor Subtotal:			4.50
9002-90-9020-41910	AMAZON.COM	Battery	06/25/2024	0	11.69

			Vendor Subtotal:	11.69
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 6/21/24	06/25/2024	0 1,895.74
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 6/21/24	06/25/2024	0 1,340.24
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 6/21/24	06/25/2024	0 7.80
			Vendor Subtotal:	3,243.78
9002-90-9020-44301	CLARK HOUSE	JULY 2024	07/01/2024	0 182.32
			Vendor Subtotal:	182.32
9002-90-9020-44305	JOHNSON CONTROLS SECURITY SCALARM SYSTEM		07/01/2024	0 3,255.01
			Vendor Subtotal:	3,255.01
9002-90-9020-44312	NELSON ELECTRIC INC	CH GFCI Outlet	06/25/2024	0 2,270.00 00026677
9002-90-9020-44312	NELSON ELECTRIC INC	CH GFCI Outlet Installation	06/25/2024	0 3,050.00 00026677
9002-90-9020-44312	NELSON ELECTRIC INC	CH Refrigerator Outlet Installation	06/25/2024	0 3,050.00 00026677
9002-90-9020-44312	NELSON ELECTRIC INC	CH GFCI Outlet Installation	06/25/2024	0 6,672.70
			Vendor Subtotal:	15,042.70
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 6/21/24	06/25/2024	0 11.02
			Vendor Subtotal:	11.02
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'	FICA 6/21/24	06/25/2024	0 438.09
			Vendor Subtotal:	438.09
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 6/21/24	06/25/2024	0 586.88
			Vendor Subtotal:	586.88
9002-90-9020-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 6/21/24	06/25/2024	0 3,948.87

		Vendor Subtotal:		3,948.87
9002-90-9020-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 6/21/24	06/25/2024	0	18.87
		Vendor Subtotal:		18.87
9002-90-9020-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 6/21/24	06/25/2024	0	59.62
		Vendor Subtotal:		59.62
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 6/21/24	06/25/2024	0	24.44
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 6/21/24	06/25/2024	0	3.19
		Vendor Subtotal:		27.63
		Subtotal for FUND: 9002		29,804.09
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'Admin Full-Time Wages 6/21/24	06/25/2024	0	1,100.10
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'Admin Longevity 6/21/24	06/25/2024	0	5.20
		Vendor Subtotal:		1,105.30
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'Maint Full-Time Wages 6/21/24	06/25/2024	0	947.86
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'Maint Part-Time Wages 6/21/24	06/25/2024	0	1,262.19
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'Maint Longevity 6/21/24	06/25/2024	0	13.65
		Vendor Subtotal:		2,223.70
9004-90-9040-44208	PLUMB SUPPLY COMPANY FILTERS	06/25/2024	0	53.56
		Vendor Subtotal:		53.56
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE'Unemployment 6/21/24	06/25/2024	0	6.65
		Vendor Subtotal:		6.65
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE'FICA 6/21/24	06/25/2024	0	239.39

		Vendor Subtotal:		239.39
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE'IPERS 6/21/24	06/25/2024	0	314.24
		Vendor Subtotal:		314.24
9004-90-9040-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 6/21/24	06/25/2024	0	1,518.80
		Vendor Subtotal:		1,518.80
9004-90-9040-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 6/21/24	06/25/2024	0	9.31
		Vendor Subtotal:		9.31
9004-90-9040-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 6/21/24	06/25/2024	0	22.93
		Vendor Subtotal:		22.93
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 6/21/24	06/25/2024	0	10.32
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 6/21/24	06/25/2024	0	1.60
		Vendor Subtotal:		11.92
		Subtotal for FUND: 9004		5,505.80
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'Admin Full-Time Wages 6/21/24	06/25/2024	0	1,572.32
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'Admin Part-Time Wages 6/21/24	06/25/2024	0	94.36
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'Admin Longevity 6/21/24	06/25/2024	0	1.95
		Vendor Subtotal:		1,668.63
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE'Mobile Phone 6/21/24	06/25/2024	0	3.00
		Vendor Subtotal:		3.00
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'Maint Full-Time Wages 6/21/24	06/25/2024	0	2,247.22
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'Maint Part-Time Wages 6/21/24	06/25/2024	0	80.19

9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 6/21/24	06/25/2024	0	7.80
		Vendor Subtotal:			2,335.21
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Toilet Seats	06/25/2024	0	65.05
		Vendor Subtotal:			65.05
9006-90-9060-44301	SUNSET PARK	JULY 24	07/01/2024	0	320.00
		Vendor Subtotal:			320.00
9006-90-9060-44306	CITY OF MUSCATINE HOUSING RE'	Tire Repair #812	06/25/2024	0	613.84
		Vendor Subtotal:			613.84
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 6/21/24	06/25/2024	0	7.05
		Vendor Subtotal:			7.05
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'	FICA 6/21/24	06/25/2024	0	283.13
		Vendor Subtotal:			283.13
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 6/21/24	06/25/2024	0	377.96
		Vendor Subtotal:			377.96
9006-90-9060-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 6/21/24	06/25/2024	0	2,709.45
		Vendor Subtotal:			2,709.45
9006-90-9060-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 6/21/24	06/25/2024	0	12.18
		Vendor Subtotal:			12.18
9006-90-9060-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 6/21/24	06/25/2024	0	50.45

		Vendor Subtotal:		50.45
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 6/21/24	06/25/2024	0	13.02
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 6/21/24	06/25/2024	0	11.17
		Vendor Subtotal:		24.19
9006-90-9060-75200	TRI CITY ELECTRIC CO Sunst Park Site Lighting Pay App #2	06/25/2024	0	53,687.76
		Vendor Subtotal:		53,687.76
		Subtotal for FUND: 9006		62,157.90
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'Admin Full-Time Wages 6/21/24	06/25/2024	0	4,774.41
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'Admin Part-Time Wages 6/21/24	06/25/2024	0	754.80
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'Admin Longevity 6/21/24	06/25/2024	0	10.73
		Vendor Subtotal:		5,539.94
9007-90-9070-41902	ADVANCED BUSINESS SYSTEMS INMAY PRINT CHARGE	06/25/2024	0	14.56
		Vendor Subtotal:		14.56
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE'Mobile Phone 6/21/24	06/25/2024	0	1.50
		Vendor Subtotal:		1.50
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE'Unemployment 6/21/24	06/25/2024	0	10.62
		Vendor Subtotal:		10.62
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE'FICA 6/21/24	06/25/2024	0	379.89
		Vendor Subtotal:		379.89
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE'IPERS 6/21/24	06/25/2024	0	522.99

		Vendor Subtotal:		522.99
9007-90-9070-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 6/21/24	06/25/2024	0	4,127.00
		Vendor Subtotal:		4,127.00
9007-90-9070-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 6/21/24	06/25/2024	0	17.45
		Vendor Subtotal:		17.45
9007-90-9070-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 6/21/24	06/25/2024	0	71.85
		Vendor Subtotal:		71.85
9007-90-9070-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 6/21/24	06/25/2024	0	27.59
		Vendor Subtotal:		27.59
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'Admin Full-Time Wages 6/21/24	06/25/2024	0	1,947.45
		Vendor Subtotal:		1,947.45
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE'Unemployment 6/21/24	06/25/2024	0	3.91
		Vendor Subtotal:		3.91
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'FICA 6/21/24	06/25/2024	0	128.51
		Vendor Subtotal:		128.51
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'IPERS 6/21/24	06/25/2024	0	183.85
		Vendor Subtotal:		183.85
9007-90-9071-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 6/21/24	06/25/2024	0	2,025.06
		Vendor Subtotal:		2,025.06

9007-90-9071-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 6/21/24	06/25/2024	0	6.13
	Vendor Subtotal:			6.13
9007-90-9071-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 6/21/24	06/25/2024	0	30.57
	Vendor Subtotal:			30.57
9007-90-9071-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 6/21/24	06/25/2024	0	10.46
	Vendor Subtotal:			10.46
	Subtotal for FUND: 9007			15,049.33
	Report Total:			2,045,127.70

BILLS FOR APPROVAL SUMMARY
July 1, 2024

Computer Bill Lists

Regular Bills 7/1/24	\$	2,045,127.70
Payroll Vendor Checks 6/21/24		44,644.79
Payroll Vendor ACH 6/21/24		97,574.78
Subtotal	\$	2,187,347.27

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance June	\$	82,000.00
Treasurer State of Iowa	State Tax Withholding		29,516.85
Payroll Account	Transfer		482,683.92
Internal Revenue Service	Federal Withholding		123,049.83
	Subtotal	\$	717,250.60
	Total Expenditures	\$	2,904,597.87

6/21/2024 ACH PAYROLL	MISSION SQUARE ICMA RETIRE	11,430.22
6/21/2024 ACH PAYROLL	MISSION SQUARE ICMA RC	1,619.53
6/21/2024 ACH PAYROLL	MUNICIPAL FIRE & POLICE	78,589.03
6/21/2024 ACH PAYROLL	NATIONWIDE	5,936.00
6/21/2024 PAYROLL CHECKS	AFA FLEX BILLING	5,224.21
6/21/2024 PAYROLL CHECKS	AFLAC	560.98
6/21/2024 PAYROLL CHECKS	ALLSTATE	14.94
6/21/2024 PAYROLL CHECKS	AMERICAN FIDELITY	3,256.69
6/21/2024 PAYROLL CHECKS	CITY OF MUSCATINE	33,574.72
6/21/2024 PAYROLL CHECKS	CLERK OF COURT	70.00
6/21/2024 PAYROLL CHECKS	STATE OF IL	198.40
6/21/2024 PAYROLL CHECKS	UNITED WAY	93.00
6/21/2024 PAYROLL CHECKS	ATTN: REVENUE ADMIN	1,651.85



City of Muscatine

ITEM NUMBER 2024-0277

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

Melissa Baker, Parks Supervisor
Jeff Limburg, Athletic Facilities Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Resolution Accepting Completed Work Performed by the Henley Group, LLC. for the Taylor Park Restroom Project and Authorizing Final Payment of \$55,262.50, including 5% retainage to be released 30 days from the date of this acceptance.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution accepting completed work performed for the Taylor Park Restroom Project. The City has completed final inspection of the project and has deemed it to be in general conformance to the approved plans and specifications. The original contract with The Henley Group, LLC was for the amount of \$122,000.00. There were no change orders on this project. The retainage on this project is \$6,100.00.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Resolution Accepting Completed Work Performed and authorize release of retainage 30 days after approval.

BACKGROUND/DISCUSSION

The City of Muscatine developed the plans and specifications for the Taylor Park Restroom Project, which is part of the Community Foundation of Greater Muscatine Southend Improvement Fund Projects. The improvement fund projects were developed in collaboration with the fund steering committee and several community groups to make recreational improvements in the southend portion of the Muscatine Community. The City Council approved the concept plan for the Community Foundation of Greater Muscatine Southend Improvement Fund projects at their regular meeting on October 7, 2021.

CITY FINANCIAL IMPACT

The costs associated with the Taylor Park Restroom Project were funded by the Community Foundation of Greater Muscatine Southend Improvement Fund, a \$2,000,000.00 donation to the City. There was \$122,000.00 budgeted for this project component.

ATTACHMENTS

1. AIS - Resolution Accepting Completed Work - Taylor Park Restroom Project

RESOLUTION NO. 2024-0277

**RESOLUTION ACCEPTING COMPLETED WORK PERFORMED
FOR THE TAYLOR PARK RESTROOM PROJECT
AND AUTHORIZING FINAL PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the Taylor Park Restroom Project; and

WHEREAS, the City of Muscatine entered into a contract for said project with The Henley Group, LLC for \$122,000.00 with no change orders; and

WHEREAS, all work under the contract has been completed by The Henley Group, LLC and approved and accepted by the Project Manager and appears to meet the requirements of the Plans and Specifications heretofore adopted by this Council; and

WHEREAS, the amount of \$115,900.00 has been previously paid to The Henley Group, LLC and a balance of \$6,100.00 which includes the 5% retainage, remains due and payable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, that the City of Muscatine make immediate payment of \$49,162.50 to The Henley Group, LLC for completed and accepted work under the Taylor Park Restroom Project; thereafter make an additional payment of \$6,100.00, which represents the 5% retainage, thirty (30) days from the date of this acceptance.

PASSED, APPROVED, ADOPTED THIS 27TH DAY OF JUNE, 2024.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

BY: _____
Brad Bark, Mayor

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2024-0278

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Awarding Contract for the Airport Fuel System Relocation Project to Unified Contracting Services, Inc. of Des Moines, Iowa in an amount not to exceed \$816,169.50

EXECUTIVE SUMMARY

Resolution Awarding Contract for the Airport Fuel System Relocation Project to Unified Contracting Services, Inc. of Des Moines, Iowa in an amount not to exceed \$816,169.50

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

The City has previously contracted with Bolton & Menk to design the Jet Fuel and AvGas relocation projects. These projects are funded 80% by the Iowa Department of Transportation (IDOT). The city is responsible for the remaining 20% match. These projects are funded separately by the DOT but have been allowed to be combined for ease of bidding, construction, and construction management. Together, the projects will upgrade and relocate the fueling facilities at the Muscatine Municipal Airport.

Bids were received for this project on June 7, 2024. The bid tabulation and award recommendation are attached.

CITY FINANCIAL IMPACT

The City is responsible for the 20% local match for this project, which has been allocated in future bond proceeds.

ATTACHMENTS

1. 2024-06-13 - Letter of Recommendation Accept and Bid Tab - Signed
2. Award Contract Resolution Airport Fuel Relocation Project



Real People. Real Solutions.

401 1st Street SE
Suite 201
Cedar Rapids, IA 52401
Ph: (319) 362-3219
Bolton-Menk.com

June 13, 2024

Mr. Brian Stineman, Public Works Director
City of Muscatine
1459 Washington Street
Muscatine, IA 52761

RE: Recommendation of Award
Fuel System Improvements
Iowa DOT Project No.: 9I230MUT100-AIP & 9I240MUT100-AIP
BMI Project No.: 0T5.128915

Dear Mr. Stineman,

At 3:00 P.M. local time on June 7, 2024, bids were received for the Fuel System Improvement project at the Muscatine Municipal Airport. The Engineer's Opinion of Probable Cost for the Base Bid of the project was \$843,050.00, Bid Alternate 'A' was \$20,600.00, Bid Alternate 'B' was \$30,000.00, and Bid Alternate 'C' was \$15,000.00 for a total of estimated cost of \$908,650.00. Two (2) bids were received, all bidders were responsive, and bids are summarized as follows:

Bidder	City	Base Bid	Bid Alternate 'A'	Bid Alternate 'B'	Bid Alternate 'C'	Total (Base Plus All Alternates)
Unified Contracting Services, Inc.	Des Moines, IA	\$784,057.00	\$8,462.50	\$18,150.00	\$5,500.00	\$816,169.50
Evora Energy, LLC	Grimes, IA	\$837,956.00	\$24,909.30	\$26,078.13	\$17,871.75	\$906,815.18

The bid received from Unified Contracting Services, Inc. for the Base Bid plus all Bid Alternates was 10.18% below the Engineer's Opinion of Probable Cost for the project and was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the bid documents submitted and checked references on this bidder and was satisfied with, responses given.

Therefore, Bolton & Menk, Inc. recommends award of the Fuel System Improvements Project to Unified Contracting Services, Inc. of Des Moines, Iowa, for the total amount of \$816,169.50 (Eight Hundred Sixteen Thousand, One Hundred Sixty-Nine and 50/100 Dollars), which includes the Base Bid, Bid Alternate 'A', Bid Alternate 'B', and Alternate Bid 'C'.

The bid tabulation is attached for your use.

Feel free to contact me should there be any questions related to this project.

Sincerely,

Carl L. Byers, P.E.
Aviation Project Manager

Attachment: Bid Tabulation

Muscatine Municipal Airport
Muscatine, Iowa
Fuel System Improvements

TABULATION OF BIDS
Bid Letting Date: Friday, June 7, 2024 @ 3:00 PM CDST



401 1st Street SE
Suite 201
Cedar Rapids, IA 52401
Phone: (319) 362-3219
Bolton-Menk.com

BASE BID

Apparent Low Bidder

Line No.	Description	Unit	Quantity	Engineer's Opinion of Probable Cost		Unified Contract Services, Inc. Des Moines, IA		Evora Energy LLC Grimes, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 13,330.00	\$ 13,330.00	\$ 14,016.00	\$ 14,016.00
2	TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 1,700.00	\$ 1,700.00	\$ 2,034.00	\$ 2,034.00
3	CONSTRUCTION SURVEY	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,600.00	\$ 6,600.00
4	PCC PAVEMENT REMOVAL	SY	145	\$ 25.00	\$ 3,625.00	\$ 135.00	\$ 19,575.00	\$ 60.00	\$ 8,700.00
5	EXCAVATION, GRADING AND SUBGRADE PREPARATION	SY	160	\$ 30.00	\$ 4,800.00	\$ 32.00	\$ 5,120.00	\$ 81.60	\$ 13,056.00
6	PCC TANK/EQUIPMENT SLAB, 12" THICK, W/GRANULAR BASE	SY	145	\$ 250.00	\$ 36,250.00	\$ 260.00	\$ 37,700.00	\$ 172.80	\$ 25,056.00
7	PCC SIDEWALK PAVEMENT, 6" THICK, W/GRANULAR BASE	SY	45	\$ 75.00	\$ 3,375.00	\$ 143.00	\$ 6,435.00	\$ 172.80	\$ 7,776.00
8	BOLLARDS	EA	40	\$ 600.00	\$ 24,000.00	\$ 465.00	\$ 18,600.00	\$ 416.40	\$ 16,656.00
9	12,000 GALLON FLAMESHIELD JET FUEL TANK, COMPLETE, IN PLACE	EA	1	\$ 90,000.00	\$ 90,000.00	\$ 106,104.00	\$ 106,104.00	\$ 165,514.80	\$ 165,514.80
10	10,000 GALLON FLAMESHIELD AVGAS FUEL TANK, COMPLETE, IN PLACE	EA	1	\$ 90,000.00	\$ 90,000.00	\$ 79,139.00	\$ 79,139.00	\$ 130,633.20	\$ 130,633.20
11	JET FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$ 190,000.00	\$ 190,000.00	\$ 195,222.00	\$ 195,222.00	\$ 207,482.40	\$ 207,482.40
12	AVGAS FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$ 180,000.00	\$ 180,000.00	\$ 130,866.00	\$ 130,866.00	\$ 134,407.20	\$ 134,407.20
13	JET FUEL HORIZONTAL FILTER VESSEL, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$ 45,000.00	\$ 45,000.00	\$ 40,960.00	\$ 40,960.00	\$ 22,094.40	\$ 22,094.40
14	REMOTE FILL CABINET	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 25,810.00	\$ 51,620.00	\$ 1,240.80	\$ 2,481.60
15	FUEL RECOVERY SYSTEM - JET FUEL	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,150.00	\$ 7,150.00	\$ 3,780.00	\$ 3,780.00
16	FUEL RECOVERY SYSTEM - AVGAS	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,150.00	\$ 7,150.00	\$ 3,780.00	\$ 3,780.00
17	FUELING ELECTRICAL, INCLUDING EMERGENCY STOP	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 30,261.00	\$ 30,261.00	\$ 36,720.00	\$ 36,720.00
18	CREDIT CARD READER SYSTEM WITH 3-LINE DISPLAY	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 22,345.00	\$ 22,345.00	\$ 21,674.40	\$ 21,674.40
19	LIGHT POLE AND LIGHT WITH 2 HEADS, INCLUDING FOUNDATION	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 6,780.00	\$ 6,780.00	\$ 7,200.00	\$ 7,200.00
20	SYSTEM TESTING AND STARTUP	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 1,500.00	\$ 1,500.00	\$ 8,294.00	\$ 8,294.00
TOTAL - BASE BID				\$ 843,050.00		\$ 784,057.00		\$ 837,956.00	

ALTERNATE A

Apparent Low Bidder

Line No.	Description	Unit	Quantity	Engineer's Opinion of Probable Cost		Unified Contract Services, Inc. Des Moines, IA		Evora Energy LLC Grimes, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	PCC CURB, COMPLETE, IN PLACE, AS SHOWN ON PLANS	EA	80	\$ 100.00	\$ 8,000.00	\$ 52.00	\$ 4,160.00	\$ 163.80	\$ 13,104.00
A2	CONTAINMENT DRAIN VALVE AND PCC SIDEWALK PAD	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,800.00	\$ 1,800.00	\$ 8,002.80	\$ 8,002.80
A3	CONTAINMENT DRAIN PIPING	LF	130	\$ 20.00	\$ 2,600.00	\$ 19.25	\$ 2,502.50	\$ 29.25	\$ 3,802.50
TOTAL - ALTERNATE A				\$ 20,600.00		\$ 8,462.50		\$ 24,909.30	

ALTERNATE B

Apparent Low Bidder

Line No.	Description	Unit	Quantity	Engineer's Opinion of Probable Cost		Unified Contract Services, Inc. Des Moines, IA		Evora Energy LLC Grimes, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B1	TANK MONITORING SYSTEM, COMPLETE, IN PLACE, INCLUDING TANK PROBES	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 18,150.00	\$ 18,150.00	\$ 26,078.13	\$ 26,078.13
TOTAL - ALTERNATE B				\$ 30,000.00		\$ 18,150.00		\$ 26,078.13	

ALTERNATE C

Apparent Low Bidder

Line No.	Description	Unit	Quantity	Engineer's Opinion of Probable Cost		Unified Contract Services, Inc. Des Moines, IA		Evora Energy LLC Grimes, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
C1	CANOPY OVER FUEL DISPENSERS AND CARD READER	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,500.00	\$ 5,500.00	\$ 17,871.75	\$ 17,871.75
TOTAL - ALTERNATE C				\$ 15,000.00		\$ 5,500.00		\$ 17,871.75	

GRAND TOTAL - BASE BID and ALTERNATES A, B, AND C				\$ 908,650.00		\$ 816,169.50		\$ 906,815.18	
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Highlighted Cell Indicates Math Error or Discrepancy Between Submitted Bid and Tabulation - Correct Total Shown

I hereby certify that this is a true and correct tabulation of bids received and opened on June 7, 2024 for the "Fuel System Improvements" project at the Muscatine Municipal Airport, Muscatine, Iowa.

Carl L. Byers, P.E. Iowa Reg. No. 12845

RESOLUTION NO. 2024-0278

AWARD CONTRACT FOR AIRPORT FUEL SYSTEM RELOCATION PROJECT

It is resolved that the following bid is determined to be the lowest responsible bid for the Airport Fuel System Relocation Project.

<u>NAME & ADDRESS CONTRACTOR</u>	<u>AMOUNT OF BID</u>
Unified Contracting Services, Inc 2425 NE 46 th Avenue Des Moines, IA 50317	\$816,169.50

It is further resolved that the Airport Fuel System Relocation Project is awarded to the above named contractor for \$816,169.50, and the Mayor and City Clerk are authorized and directed to enter into a written contract with said contractor covering the furnishing of material for and installation and construction of the Airport Fuel System Relocation, such contract not to be binding until approved by resolution of this Council.

It is further resolved that the amount of the contractor's bond is fixed at \$40,808.48, which is five percent of the contract price.

PASSED, APPROVED, AND ADOPTED THIS 27th DAY OF JUNE, 2024.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2024-0282

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution to Approve the Contract and Bond with Geograph Industries, Inc. for Fabrication and Installation of Wayfinding Signage

EXECUTIVE SUMMARY

Resolution to Approve the Contract and Bond with Geograph Industries, Inc. for Fabrication and Installation of Wayfinding Signage

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

At the January 4, 2024 City Council Meeting, the Council adopted the Wayfinding Master Plan as designed by Corbin Design.

On May 17, 2024, bids were received to fabricate and install wayfinding signage per the approved plan. Four bids were received with the bid from Geograph Industries being the lowest cost and most qualified bid.

Due to the amount of the bid from Geograph Industries being less than the amount of available funding, staff recommend installing two monument signs on Highway 61 north and south of Muscatine, to take advantage of lower pricing in the first year of the project phasing.

At the June 6, 2024 City Council Meeting, the Council adopted the resolution to award the contract for Wayfinding Sign Fabrication and Installation to Geograph Industries, Inc.

This item will approve the contract and bond for this work at which point the contractor will begin fabrication.

CITY FINANCIAL IMPACT

Funding is available for this project from Tax Increment Financing Funds

ATTACHMENTS

1. Approve Contract and Bond.RES (1)
2. Muscatine Contract
3. Geograph Bond-Muscatine IA

RESOLUTION _____

**APPROVING CONTRACT AND BOND
WAYFINDING SIGN FABRICATION AND INSTALLATION**

WHEREAS, this Council has awarded the contract for the Fabrication and Installation of Wayfinding Signage to Geograph Industries, Inc. dated the 6th day of June, 2024, in the amount of \$243,204.00; and

WHEREAS, this Council has authorized and directed the Mayor and City Clerk to enter into a written contract for this project with said contractor, subject to final approval by this Council; and

WHEREAS, the contract and bond has been examined by this Council;

NOW, THEREFORE, IT IS RESOLVED that:

1. The above contract between the City of Muscatine, Iowa and Geograph Industries, Inc. dated the 6th day of June, 2024, in the amount of \$243,204.00 is approved.
2. The performance bond accompanying such contract, wherein Geograph Industries, Inc. appears as principal and The Cincinnati Insurance Company appears as surety, is approved.

The original executed contract and performance bond shall be placed on file in the office of the City Clerk.

PASSED, APPROVED AND ADOPTED THIS 27th DAY OF JUNE, 2024.

Dr. Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator

AGREEMENT FOR GOODS AND SERVICES

This Agreement for goods and services (this “Agreement”) is entered into on June 28th 2024 (the “Effective Date”), by and between the City of Muscatine, acting by and through its Department of Public Works (the “City”), and *GeoGraph Ind., Inc.*, an Ohio corporation, with its Principal place of business located at 475 Industrial Dr., Harrison, OH 45030 (the “Provider”) (each a “Party” and collectively the “Parties”).

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Goods and Services. The Provider will provide to the City the goods and services (“Goods and Services”) set forth in the Provider’s proposal attached hereto as Exhibit A (the “Proposal”), which Proposal is incorporated herein. Exhibit B (City of Muscatine, Iowa Wayfinding Master Plan dated 12-11-2013 by Corbin Design) and Exhibit C (Phase 1 Sign Message Schedule dated 4-30-2024 by Corbin Design) provides the guidance, location, and standards of the goods and services to be performed by Geograph. In the event of any conflict between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement will prevail.

2. Compensation. In exchange for the Goods and Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider the fee stated in the Proposal (the “Contract Amount”) in accordance with the project budget stated in the Proposal. The City will pay the Contract Amount in progressive payments. Geograph will submit monthly Pay Applications on the 28th of each month. Pay Applications will be submitted to “City” and Corbin Design for approval of work performed. Payment for each Pay Application will be on 15th of following month. In the event of a material breach by the provider, the City shall still pay all contract installments for work performed up to the date of the material breach.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider’s satisfaction of all its obligations hereunder and the City’s final payment therefor.

4. Remedies for Breach of Contract. Failure to provide the Goods and Services in accordance with objective and ordinary standard of care in the wayfaring industry will be considered a material breach. In the event of such breach by the Provider, the City may suspend all future payments to the Provider remedies the breach. The City shall give the Provider a reasonable time to remedy the breach. In the event the City fails to provide payment by a due date, and the Provider is not in breach of contract, then the Provider may, at its option, demand payment of the entire contract price before Provider continues work on the project.

5. Point of Contact. The City employee identified in Section 9 below will serve as the City’s principal point of contact for purposes of this Agreement.

6. Relationship. The Provider shall at all times be an independent contractor

for all services performed and goods supplied rather than an employee of the City, and no act or omission to act by the Provider shall in any way bind or obligate the City. This Agreement is strictly for the benefit of the Parties and not for any third party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The City and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the City and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and the Provider.

7. Indemnification of City. The Provider hereby agrees to defend, indemnify, and hold harmless the City, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the City, its officials, directors, employees, and agents or contractors other than Provider. The obligations of the Provider under this section shall survive the termination of this Agreement.

8. Indemnification of Provider. The City hereby agrees to defend, indemnify, and hold harmless the Provider, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the City under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the Provider, its officials, directors, employees, and agents or contractors. The obligations of the City under this section shall survive the termination of this Agreement.

9. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the City.

10. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the City or the Provider, as the case may be, at the address set forth below.

Provider:
GeoGraph Ind., Inc.
4754 Industrial Drive
Harrison, OH 45030
Attn: Mark Freudiger

City
City of Muscatine-Public Works
1459 Washington St.
Muscatine, IA 52761
Attn: Brian Stineman

11. Equal Opportunity; Non-Discrimination; Compliance. The Provider shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Provider shall comply with all state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement.

12. Drug-Free Workplace. The Provider hereby agrees to make a good faith

effort to provide and maintain a drug-free workplace. The Provider will give written notice to the City within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Iowa has been convicted of a criminal drug violation occurring in the workplace.

13. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the City. This Agreement will be construed and interpreted according to the laws of the State of Ohio, and any dispute arising out of this Agreement or otherwise concerning the Provider's rendering of the Services will be resolved in the courts located in Hamilton County, Ohio, unless the Parties mutually agree to a different method of dispute resolution.

14. Severability. All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case the Provider and the City agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.

15. Force Majeure. The Provider shall not be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond the Provider's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

GEOGRAPH INDUSTRIES, INC.

signature

Mark A. Freudiger / EVP
printed name and title

475 Industrial Drive
street address

po box

Harrison, OH 45030
city, state, zip

513.202.9200 / 513.202.9299
Telephone fax

**CITY OF MUSCATINE, IA
BOARD OF PUBLIC WORKS**

signature

Brad Bark, Mayor
printed name and title

215 Sycamore Street
street address

po box

Muscatine, IA 52761
city, state, zip

563.263.8933 / 563.263.2127
Telephone fax

ATTACHED: EXHIBIT A, EXHIBIT B, EXHIBIT C

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

Geograph Industries Inc
475 Industrial Drive
Harrison, OH

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

City of Muscatine, IA-Public Works
1459 Washington St.
Muscatine, IA 52761

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: June 21, 2024

Amount: \$243,204.00

Description (Name and location):

Fabrication and Installation of 25 Custom Wayfinding Signs

BOND

Date (Not earlier than Construction Contract Date): June 21, 2024

Amount: \$243,204.00

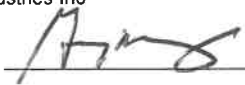
Modifications to this Bond:

☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Geograph Industries Inc

Signature: 

Name and Title: **GEORGE M FREUDIGER**
TREASURER

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: 

Name and Title: **Melanie D. Blair** **Attorney In Fact**

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Jones-Grimes-Long-Snyder, Inc.
PO BOX 911
MIDDLETOWN, OH 45044

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Geograph Industries Inc

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

S-2100-AIA-A312 (11/10) PERFORMANCE BOND

Page 4

THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

Geograph Industries Inc
475 Industrial Drive
Harrison, OH

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

City of Muscatine, IA-Public Works
1459 Washington St.
Muscatine, City of Muscatine, IA-Public Works 52761

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: June 21, 2024

Amount: \$243,204.00

Description (Name and location):

Fabrication and Installation of 25 Custom Wayfinding Signs

BOND

Date (Not earlier than Construction Contract Date): June 21, 2024

Amount: \$243,204.00

Modifications to this Bond:

☐ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Geograph Industries Inc

Signature: 

Name and Title: **GEORGE M. FREUDIGER**
TREASURER

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: 

Name and Title: **Melanie D. Blair** **Attorney In Fact**

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Jones-Grimes-Long-Snyder, Inc.

PO BOX 911

MIDDLETOWN, OH 45044

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1** the name of the Claimant;
- .2** the name of the person for whom the labor was done, or materials or equipment furnished;
- .3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4** a brief description of the labor, materials or equipment furnished;
- .5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7** the total amount of previous payments received by the Claimant; and
- .8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Geograph Industries Inc

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

B2788640

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Gregg L Grimes, Michael T Long, Thomas J Galloway, Jeffrey S Gephart, Ronald O Sparks, Andy Martin, Jr., Benjamin West, Shaun LeSance, Melanie D Blair, Jennifer Garrison, Marchia N Bullock, Barbara Blankenship, Sharon Lambert, Paula Farley

of MIDDLETOWN, OH

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 21st day of June, 2024



Ed H



City of Muscatine

ITEM NUMBER 2024-0279

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Enter Into a Contract With Brightly for a Facility Assessment and Asset Management Software for the Building & Grounds Division of Public Works in the Amount of \$59,897.65

EXECUTIVE SUMMARY

Request to Enter Into a Contract With Brightly for a Facility Assessment and Asset Management Software for the Building & Grounds Division of Public Works in the Amount of \$59,897.65

STAFF RECOMMENDATION

Approve the recommendation

BACKGROUND/DISCUSSION

The Building & Grounds Division of Public Works is responsible for maintenance of almost all city buildings, including cleaning, emergency repairs, and capital improvements, as well as providing inventory ordering and supply to city buildings and other departments. This work has typically been done in a reactive manner in which items for repair are brought to our attention and they are repaired, or scheduled for repair as staff have time and resources. This method is very time consuming and inefficient and we have been searching for a software solution for several years.

In 2023 the Building & Grounds Supervisor and Public Works Director interviewed several firms and received multiple proposals for a facility assessment and software package to manage service requests, inventory, schedule preventive maintenance, and assess major aspects of city buildings to project for replacement funding.

Brightly's proposal was the most thorough and least expensive solution proposed. The initial investment of \$59,897.65, which was approved during the budget meetings, covers a complete facility condition assessment, barcoding of scan tool implementation for inventory management, creation of a preventive maintenance schedule, and software implementation. When they are finished, we will be presented with a turn-key system for asset and inventory management in the Building & Grounds Division.

CITY FINANCIAL IMPACT

The initial investment has been budgeted in the FY24/25 Building & Grounds Budget. Annual software subscription is also budgeted in this budget.

ATTACHMENTS

1. Brightly Contract
2. Bid Tab Table Asset Management
3. City of Muscatine - FCA Proposal
4. City of Muscatine - VUEWorks Proposal

**PREPARED FOR**

City Of Muscatine ("Subscriber")
215 Sycamore St
Muscatine, IA 52761

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

June 04, 2024



Q-388874

Sourcewell Purchasing Contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Subscription Term: 48 months (07/01/2024 - 06/30/2028)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Core	7/1/2024	6/30/2025	268,839.00 Sq. Ft.	10,423.26 USD
- Facilities/Physical Plant Module	7/1/2024	6/30/2025		Included
- Dude Analytics	7/1/2024	6/30/2025		Included
- Asset Essentials Inventory	7/1/2024	6/30/2025		Included
3.0 Month(s) included at no additional cost on the first term 07/01/2024 - 09/30/2024				-2,627.23 USD
			Subtotal: 7,796.03 USD	
Professional Services				
Item	Pricing Based On		Investment	
Asset Essentials Core Implementation with Consulting	268,839.00 Sq. Ft.		11,942.45 USD	
PM Schedule Creation	268,839.00 Sq. Ft.		4,277.23 USD	
			Subtotal: 52,101.62 USD	



Professional Services		
Item	Pricing Based On	Investment
Equipment Barcode Tagging	268,839.00 Sq. Ft.	4,277.23 USD
Facility Condition Assessment	268,839.00 Sq. Ft.	31,604.71 USD
		Subtotal: 52,101.62 USD
Total Initial Investment		59,897.65 USD



Cloud Services Subscription			
Item	Investment Year 2 Start Date: 07/01/ 2025	Investment Year 3 Start Date: 07/01/ 2026	Investment Year 4 Start Date: 07/01/ 2027
Asset Essentials Core	10,735.96 USD	11,058.04 USD	11,389.78 USD
- Facilities/Physical Plant Module	Included	Included	Included
- Dude Analytics	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included
Total:	10,735.96 USD	11,058.04 USD	11,389.78 USD



Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration



- Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support
 - 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date



- Access to Company's on-line Learning Management System
- Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

**Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.



Facility Condition Assessment Scope of Work

Purpose

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

Methodology and Approach

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:



1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.
1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

- No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

- No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
Interior Systems				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/N)	Comments
Interior Ceiling	System Level	Yes		No	
Interior Doors	System Level	Yes		No	
Interior Floor	System Level	Yes		No	
Interior Walls	System Level	Yes		No	
Kitchen					
Dishwashers	Individual	No		Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No		Yes	
Grease Traps	Individual	No		Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No		Yes	Valued above \$2,000
Oven, Stoves	Individual	No		Yes	
Refrigerator (Walk In, Reach In)	Individual	No		Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual		No	Yes	Valued above \$2,000
Counter Top Appliances	Not Included in Service				
Cutlery	Not Included in Service				
Tables, Racks	Not Included in Service				
Plumbing					
Domestic Hot Water Heaters	Individual	No		Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No		Yes	1 HP and above



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/N)	Comments
Hot Water Storage Tank	Individual	No		Yes	
Main Backflow Preventer	Individual	No		Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No		Yes	
Fixtures	System Level		Yes	No	
Filters	Not Included in Service				
Strainers	Not Included in Service				
Valves	Not Included in Service				
Site Improvements					
Drainage Systems	System Level	Yes		No	
Parking, Paving , Sidewalks	System Level	Yes		No	
Utilities	System Level	Yes		No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation					
Dumb Waiter	Individual	No		Yes	
Elevators	Individual	No		Yes	
Escalators	Individual	No		Yes	



For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Equipment Item Number	Y	N	Y*
			Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N*
			Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N*
			Will be included on Individual Equipment Record



	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating



Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility



1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.



Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this



location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.

- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

Methodology and Approach

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:



- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:
 - Discontinuation of PM Schedules created with the service
 - Alteration of frequency on existing schedules created with the service
 - Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-388874 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-388874

December 22, 2023, 11:28:46 AM

Accepted by:

Printed Name

Signed Name

Title

Date



1459 Washington St.
Muscatine, IA 52761-5040
(563) 263-8933
Fax (563) 263-2127

Public Works

City Transit 263-8152
Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering
Solid Waste

Public Works Quote Table

Project/Item Name: Building & Grounds Facility Assessment & Asset Management Software

Vendor	Item	Dollar Amount
Brightly	Facility Assessment & Upfront Costs	\$52,897.65
	Annual Software	\$10,735.96
	Total Through Year 2	\$63,633.61
VUEWorks	Facility Assessment & Upfront Costs	\$109,900
	Annual Software	\$7,980
	Total Through Year 2	\$117,880
Elements XS	Facility Assessment & Upfront Costs	Not a good fit
	Annual Software	
	Total	None received
CityWorks	Facility Assessment & Upfront Costs	Not a good fit
	Annual Software	
	Total	None received

"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain



City of Muscatine Facility Condition Assessment

Prepared by: AtkinsRéalis





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Notice

This document and its contents have been prepared and are intended solely as information for the City of Muscatine and use in relation to Facilities Condition Assessments.

AtkinsRéalis. assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.



Cover Letter

Civic Opera Building,
20 N Wacker Dr.,
Chicago,
60606, IL,
United States

City of Muscatine

January 12, 2024

RE: City of Muscatine - Request for Proposal for Facilities Condition Assessment (FCA)

Dear Sirs,

AtkinsRéalis is pleased to provide the City of Muscatine with options to inventory maintainable equipment at their City buildings and understand the current and future condition of the buildings. We admire the approach in being proactive regarding facilities maintenance, in order to significantly reduce the need for reactive repairs and avoid deferred maintenance.

FCA is one of our core service offerings. For more than 20 years, we have provided assessments on an average of more than 1500 buildings per year, totaling more than three billion square feet of space. In this time, we have supported numerous states, local and federal government agencies.

Our experienced staff located all over the U.S. and supported by AtkinsRéalis Beaverton Oregon local west coast office will provide overall condition assessment capabilities with the following benefits:

Experience: FCA is a focused, full-time service for AtkinsRéalis, with more than three billion square feet of space assessed, including over one billion square feet of municipal space. Our building type experience is wide ranging - city halls, community centers, senior centers, libraries, clubhouses, parks, youth centers, fire and police departments, recreation centers, council chambers, facility maintenance and museums.

Accuracy: Precise FCA based upon actual conditions, not statistics. Our accurate repair and replacement costs are produced by local cost estimators.

Clear Results: Reports highlight the consequence of inaction - increasing the case for capital funds.

Efficiency: Project completion in a cost-efficient manner, with the ability to provide efficient and continued support.

AtkinsRéalis is enthusiastic about this potential engagement with The City of Muscatine, and we are prepared to commence work immediately upon award and complete the project within a timeframe that meets your needs. Dean Leonard will be serving as the principal contact with staff. My contact information is provided on this cover letter.

Kind regards,

Dean Leonard

Vice President – Strategic Asset Management

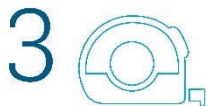
e. dean.leonard@atkinsrealis.com | t. +1 480.286.5705



Helping clients meet
planning needs with a



year reputation for
EXCELLENCE



BILLION

square feet ASSESSED in
the past 5 years



ASSESSORS
in the Americas



MUNICIPAL, STATE &
FEDERAL

Buildings assessed per year

SURPASSING

industry standards in facility
condition assessment with



LEVEL
ASSESSMENT

EXPERIENCE with



ASSESSMENT
software systems

Qualifications and Experience

AtkinsRéalis is one of the world's leading integrated project and program management consultancies delivering facility condition assessments across the Americas. We deliver constructive expertise through our ability to integrate our core services to meet our clients' business needs.

Operating at the forefront of our industry for more than 70 years, we deliver our quality services from the 24 strategically located offices across the Americas. We employ approximately 550 collaborative and positive professionals that are unmatched in their commitment to their clients' needs.

FCA has been a primary service line for AtkinsRéalis; we have successfully performed similar scopes of work for an average of 1500 buildings per year, totaling more than 4,000 buildings within the last five years.

Cost estimating is also a core AtkinsRéalis service supported by more than 200 cost estimators / managers. As one of the leading independent providers of cost estimates in the world, we have created a network of knowledge and experience that puts AtkinsRéalis at the forefront of the discipline.

Our condition assessment team will provide invaluable advice to the City through a detailed inventory of the City's facilities, an assessment of their condition and a life cycle replacement plan. Our team provides an impartial, objective analysis of a facility infrastructure to determine condition, code compliance, efficiency, life expectancy and future repair and upgrade costs. We recommend repair actions, replacement priorities, remaining useful life, estimated current and potential costs in an effort to provide our clients with the most detailed information.

Our experience includes dozens of projects for cities, counties, states, and government agencies, and it covers every facility type associated with Municipalities. The table on the following page provides an overview of our experience within the last ten years. We have also selected a few recent projects that are similar in scope to that of the City of The City of Muscatine.

Firm Experience

AtkinsRéalis personnel offer the City of Muscatine the depth of experience on similar projects and resource levels needed to meet the needs of this program. Many of our staff hold professional certifications in building surveying from the Royal Institute of Charter Surveyors. This means many of our assessors have completed a four-year degree specialized in building condition assessment, as well as three to four years of professional training and continuing education.

We have a higher standard for condition assessment professionals, which is what makes our facility assessors and approach more qualified than most firms offering these services. Our assessment staff also hold certifications as certified energy managers and building commissioning professionals.



AtkinsRéalis offers the City of Muscatine **Specialized Assessment Teams:** With a team of more than 25 facility assessors across the United States we can be responsive to your needs as we have proven on multiple large-scale FCA programs for local, municipal, and federal government clients as well as school systems. We build assessment teams to cover architecture, MEP, and structural systems so that each team can provide a comprehensive assessment in one site visit.



Dedicated Quality Assurance and Data Management: We recognize that data quality is of paramount importance to the success of an FCA program. Our approach to quality starts with highly skilled professionals collecting assessment data and continues through reports and data going through a thorough quality review process prior to issue. Our team includes the support a FCA data integration manager to ensure our data can be seamlessly integrated with the City's systems.



Executive Oversight: Dean Leonard, Senior Director, and Vice President of Strategic Asset Management at AtkinsRéalis will serve as the project manager to the City. He will provide executive oversight and quality control for deliverables. With more than 30 years of experience in facility assessments, he has worked in all sectors of the industry including many City -wide FCA programs.

Experienced Assessment Team Lead: The assessment team will be led by associate in charge/assessment lead, Pat Hagan. Pat will be the main point of contact and will take a leadership role in the development of the FCA program in collaboration with Dean and the City's personnel. Pat has recently led FCA programs for Lubbock County, Multnomah County, the City of Long Beach, Culver City Commerce City, South Pasadena, and Los Altos.



Expert Cost Advice: Our assessors are supported by a consistent group of professional cost estimators with experience supporting government clients. This group will be responsible for developing cost estimates for all repair and replacement projects that arise from the FCA. They will leverage historic data to develop accurate and defensible opinions of cost during this program.

Key Personnel

This core leadership team will be supported by our west coast based FCA practice with experienced personnel who have worked together on countless similar programs. Working under Dean and Pat's direction, they will conduct direct on-site assessments of the City's buildings on this program.



Dean M. Leonard MRICS, MCI OB | Project Manager/Principal Agent: Dean will be the City's day-to-day contact. He will manage our team from field inspection to preparing and creating reports. He has more than 30 years of experience and is knowledgeable in all aspects of asset management and facility condition, energy, and sustainability assessments. Dean also has invaluable experience managing teams of assessors, prioritizing work programs, preparing capital budgets and life-cycle cost plans together with assisting clients in their strategic capital and sustainability strategies for publicly- and privately-owned facilities totaling more than three billion square feet.

Education: B.S., Building Surveying, Leeds Metropolitan University; UK

Certifications: Member, Royal Institute of Chartered Surveyors (MRICS) - 0102514, 1997 | Member, Chartered Institute of Building (MCI OB)



Pat Hagan | Associate in Charge/Assessment Lead: Pat has been providing facility condition assessment services to county, municipal and state government clients for more than 10 years. With more than 34 years of experience Pat is one of our most senior architectural assessors and provides valuable insight to our clients as well as mentorship to our junior staff. He will be leading our assessment team for the City's projects.

Education: B.S., Architecture, University of Minnesota; Minneapolis, MN

Past Performance

We have selected two clients for which we have performed work within the past five years that exemplify our ability and performance in similar work and scope of services to that of the City of The City of Muscatine.

The table below highlights our experience with dozens of projects for cities, counties, states, and government agencies.

			Government Agencies		
Client	Buildings Assessed	Square Footage	Client	Buildings Assessed	Square Footage
MUNICIPAL			COUNTY		
City of Alameda, California	52	646,000	Fulton County, Georgia	118	3,800,000
City of Bloomington, Illinois	40	600,000	James City County, Virginia	94	5,408,000
City of Carlsbad, California	89	659,000	Loudoun County, Virginia	100	3,892,000
City of Carson City, Nevada	164	800,000	Multnomah County, Oregon	20	1,200,000
City of Chandler, Arizona	44	1,500,000	Prince William County, Virginia	20	1,000,000
City of College Station, Texas	37	300,000	Salt Lake County, Utah	145	5,500,00
City of Commerce City, California	40	320,000			
City of Culver City, California	26	1,188,889	Client	Buildings Assessed	Square Footage
City of Daly City, California	32	320,000	FEDERAL		
City of Goodyear, Arizona	20	400,000	Bureau of Indian Affairs	3,000	28,000,000
City of Huntington Beach, California	6	239,394	General Services Administration	117	22,090,000
City of Long Beach, California	412	15,000,000	Confidential Government Agency	57	17,400,000
City of Los Altos, California	40	250,000	United States Geological Survey	122	5,020,200
City of Milwaukie, Oregon	4	80,000	United States Dept. of Agriculture	32	3,440,000
City of Manhattan Beach, California	43	200,000	National Institute of Health	43	9,330,000
City of Novato, California	45	800,000	United States Dept. of Defense	109	6,120,000
City of Phoenix, Arizona	45	8,000,000	USDA Pacific Northwest	36	1,500,000
City of Salt Lake City, Utah	8	400,000			
City of Santa Monica, California	148	3,000,000	Client	Buildings Assessed	Square Footage
City of Sausalito, California	11	305,000	STATE		
City of Scottsdale, Arizona	18	180,000	State of Utah	900	33,000,000
City of South Pasadena, California	12	63,000	State of Oregon	1,500	15,000,000
City of Surprise, Arizona	41	824,372	State of New Mexico	700	6,200,000
City of Tigard, Oregon	6	123,557	State of North Carolina	4	187,500
District of Columbia	118	7,600,000	Commonwealth of Virginia	27	3,892,000
			Commonwealth of Massachusetts	60	1,400,000
			California Department of Justice	8	173,541



City Buildings

Optional	Location Code	Location Name	Square Ft
	BG AC CH BLD	BG Art Center Carriage House / 0016 / BLD	5,088
	BG AC HO	BG Art Center House	5,634
	BG AC LI BLD	BG Art Center Linkage to Mansion / 0036 / BLD	2,394
	BG AC MM BLD	BG Art Center Musser Mansion / 0015 / BLD	13,802
	BG AC SG BLD	BG Art Center Stanley Gallery / 0032 / BLD	10,211
	BG AP BLD 10	BG Airport Terminal Building / 0010 / BLD	6,174
	BG AP BLD 11	BG Airport New Hanger	6,650
	BG AP ELEC BLD	BG Airport Electrical Building	245
	BG AP FU BLD	BG Airport Fuel Tank Building	970
	BG CH BLD	BG City Hall / 0017 I BLD	32,400
	BG LI BLD	BG Library Building (HNI) NEW / 0060 / BLD	35,576
	BG PS BLD	BG Public Safety Building / 0030 / BLD	25,038
	BG PW BLD	BG Public Works Main Facility / 0038 / BLD	33,306
	BG PW VS BLD	BG Public Works Vehicle Storage Building / 0023 / BLD	14,000
	BG PW WB 01	BG Public Works Wash Bay 01	1,040
	BG SF BLD	BG Southend Fire Station / 0058 / BLD	9,721
	BG SG BLD 01	BG State Garage Main Building GEN0747	12,160
	BG SG BLD 05	BG State Garage Brine Bldg GEN0743	484
		Base total	214,893

Optional Facilities

y	BG AP BLD 01	BG Airport Maintenance Garage / 0001 I BLD	6,987
y	BG AP BLD 02	BG Airport Community Hangar / 0002 / BLD	3,336
y	BG AP BLD 03	BG Airport Bandag Hangar / 0003 / BLD	7,731
y	BG AP BLD 04	BG Airport Hon Hangar / 0004 / BLD	5,625
y	BG ESH	BG Eighth Street House	2,288
y	BG JH BLD	BG 700 Juniper Street - House / 0012 I BLD	2,351
y	BG PW CD BLD	BG Public Works Collection & Drainage-Building / 0011 / BLD	3,024
y	BG PW MB BLD	BG Public Works Morgan Building	11,504
y	BG PW WH BLD	BG Public Works White House Equipment Storage Building	1,800
y	BG SG BLD 02	BG State Garage Equipment Bldg GEN0746	6,000
y	BG SG BLD 04	BG State Garage Material Storage Bldg GEN0744	3,300
		Optional Total	53,946
	Combined total	Total	268,839

Facility Condition Assessment

Technical Approach

AtkinsRéalis published approach and methods for conducting assessments are recognized nationally as a benchmark for assessing and inventorying facility and infrastructure asset conditions.

We will follow the five key steps listed below to effectively manage facility and infrastructure assets:

1. **Establish baseline asset inventory and important management information or features of the assets**
2. **Establish meaningful baseline data about asset conditions through a detailed, structured assessment process**
3. **Estimate short- and long-range asset renewal needs over the next 20 years using the data obtained from actual field analysis**
4. **Utilize decision-support models to determine priorities and alternate reinvestment rates to obtain desired asset conditions**
5. **Communicate the asset condition and impact on mission support to governing boards, senior management, and line management responsible for maintaining the portfolio**

AtkinsRéalis recognizes the issues surrounding working in occupied environments. We understand and are committed to minimizing disruption and maintaining a safe and orderly working environment. Additionally, we will plan our efforts in advance and conduct well-integrated and timely communication and project planning in accordance with our COVID-19 precautions.

AtkinsRéalis will implement our market-leading methodology and approach to FCAs for the City of Muscatine that exceeds the industry ASTM E2018:15 Standard Guide for Property Condition Assessments.

Six-Phase Methodology and Execution Plan

AtkinsRéalis approach to FCA is key to our success in delivering strategic advice to clients for more than 65 years. Our deliverable is best described through the six phases of our project methodology and plan shown below, which outlines the key high-level tasks and milestones.



Phase 1

Assessment Planning

The planning phase consists of submission of a detailed milestone project schedule, gathering existing facility asset data and establishing points of communication and access prior to the assessment team's arrival on site.

Working with the various facilities staff, our team will assist and develop project-specific policies and procedures to provide consistent, relevant, and quality product deliverables.

Included in this phase, AtkinsRéalis will interview key staff to better understand asset usage, maintenance history and related items that affects rates of consumption (i.e., wear and tear) that reduces useful life.

This phase will incorporate multiple sources of information to assist the assessment team in making field determinations. Additionally, we will meet with facility staff to understand their data transfer needs.

Phase 2

On-Site Data Capture

With knowledge and insight from the planning phase, our assessment team will carry out a thorough condition assessment of all buildings and conduct and update/reconcile the asset inventory of all systems and equipment in accordance with the scope of work.

We will utilize the latest mobile computing technologies with the use of handheld iPads. This technology not only provides efficiency in data capture but reassurance that each assessor is working with quality- assured procedures by capturing data in the same way to a pre-defined scope and workflow developed to meet the goals of the project.



Our assessment teams will inspect and carryout a detailed visual assessment of systems and equipment in each building and not just a high- level walkthrough of major systems. We will determine the current condition, average remaining useful life expectancy, assessment of building security, code violations, reason for the deficiency and effect on the structure or occupancy, together with required maintenance and repair works, in accordance with the developed scope. This includes performing the assessments in accordance with the ASTM E2018-15 Standard Guide for Property Condition Assessments.

Systems Assessed

The evaluation will also include a review of readily accessible interior areas and on-site amenities to observe the visible components of the building interiors, the fire and life safety systems, the mechanical, electrical, and plumbing (MEP) systems, and factors relating to applicable accessibility requirements. We will perform a visual non-destructive assessment of the interior, exterior and site components of the Property, including the following major components and systems:

- › **Roof Systems:** Visually evaluate the condition of the roof system, accessories, and details. The evaluation will include discussion of applicable warranties. The evaluation will be completed from ground level and readily accessible low-slope roof areas. In addition, we propose to enter readily accessible attic spaces (where applicable) to visually evaluate the underside of the roof deck. If we are not able to access the roof areas, we will complete our evaluation from ground level or and accessible vantage points.
- › **Building Exterior Elements:** Visually observe the exterior wall system, window, and door systems for visible evidence of deficiencies, continuity of seals, and other types of distress and will report our findings. Review available flashing and connection details for drainage design and observe the condition and placement of expansion joints. We propose that our visual observations will be based on those conditions that can be observed from ground level and accessible vantage points



- › **Structural Systems:** Observe the structures for visible signs of distress (wall cracking, displacement, etc.) and will report our findings. We also propose to review available structural drawings for information regarding the design load criteria of the existing structures and the building codes to which the structures were designed.
- › **Interior Finishes:** Visually observe the interior finishes at all accessible interior spaces to determine current condition, levels of wear & tear and aesthetic condition.
- › **Fixed Furniture:** Observe the condition of fixed furniture and casework reviewing operability, wear and tear and aesthetic condition.
- › **Mechanical / HVAC, Electrical, Plumbing (MEP) Systems:** Observe the age and condition of the MEP and related building systems and comment on their condition and visible deficiencies. We will review the functionality of the systems and where they serve and look for opportunities for potential energy conservation measures.
- › **Fire and Life Safety Systems:** Observe the age and condition of the fire and life safety elements and will comment on their condition and visible deficiencies. The elements to be surveyed include structural fire protection, means of egress, fire suppression systems, and fire detection and alarm systems.
- › **Conveyance Systems:** We propose to observe the age and condition of the elevator systems, escalators and other conveyance systems and will comment on their condition and visible deficiencies.
- › **Security Systems:** Observe the age and condition of the security systems and will comment on their condition and visible deficiencies.
- › **Site Systems:** Visually observe site systems for the removal of stormwater and evidence of poor drainage and/or erosion potential. We will also review the condition of pavements, site concrete, retaining walls, fencing, landscaping, site grading, stormwater drainage features, and recreational features.

Phase 3 Analysis of Asset Data

Our approach is centered on understanding the component deficiency, failure modes and triggers of asset equipment, facility systems and site improvements in order to develop a comprehensive management tool for future implementation of program recommendations. We will evaluate the component lifecycle of each system and equipment over a suggested 10-year planning horizon or longer depending on the lifespan of the equipment.

In order to develop a recommended lifecycle assessment, we do not rely upon published statistically estimated useful life (EUL) data, which does not consider site-specific factors. Most assessment programs aim to automate the process of determining the lifespan of equipment by calculating the manufacturers estimated life with the year in service which is an inaccurate methodology.

AtkinsRéalis understands that repairs and asset replacement needs may be required due to several contributing factors such as not only **Age (calculated method)** but **Maintenance Levels, Location**, and the **Utilization** of the asset or system. Our experienced assessors will make the necessary adjustments to the benchmark data to reflect the conditions and factors associated with deficiency to provide a more realistic lifecycle assessment and capital expenditure plan.

For each asset we capture the following data points

▪ Manufacturer	▪ Unit	▪ Estimated Useful Life (EUL): expected life from the time of installation to expected replacement
▪ Model #	▪ Capacity	▪ Remaining Useful Life (RUL) an evaluation of where the asset sits in its lifecycle and how many years left to replacement
▪ Serial #	▪ Location	▪ Level of Preventative Maintenance: maintenance performed on the asset which may result in an extended life



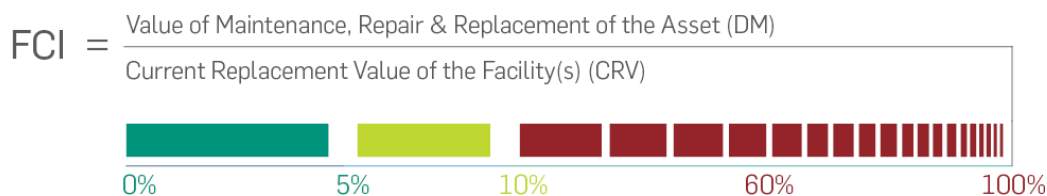
▪ Install Date	▪ Condition rating	▪ Geographic Location: atmospheric and environmental conditions greatly affect the EUL of equipment
▪ System Type	▪ Current damage, deficiencies, or failure	▪ Utilization Rate: The EUL of assets can be significantly affected by the rate of utilization.
▪ Asset Classification	▪ Last certified inspection	▪ Cause of Failure/Deterioration: Is the asset deteriorating in line with age? Or is some other factor causing an accelerated rate of deterioration?
▪ Tag	▪ Bar/QR Code	▪ Potential for energy conservation measures
▪	▪	▪ Representative Photographs

Data Analysis/Evaluation and Recommendations

AtkinsRéalis will analyze the condition data collected and determine the cause and impact of the deficiency on the operation of the facility. We will utilize the Facility condition index (FCI) to benchmark asset conditions across the City portfolio. We will calculate the FCI for the facilities, illustrating the current and likely condition of the systems and equipment over time.

The graphic below illustrates the FCI calculation. The higher the value of repairs, the higher the FCI will be.

Example FCI Chart



Priorities

The development of a methodology to determine the priority of each deficiency is crucial to the success of any FCA. Through consultation with City's executive team and facilities staff, we will develop a capital asset strategy by creating prioritization and deficiency categories that will be applied to each identified deficiency or action.

This will create additional consideration factors to provide strategic analysis and stakeholder reporting on different work priorities and potential budget streams.

The priorities and deficiency categories below are suggested and can be applied to each identified repair action. With an understanding of priority criticality of each action, the City of Muscatine will be able to effectively apply available funding to the most urgent and needed actions, based upon criticality, and will be able to develop a list of less critical actions that could be deferred to future fiscal years.

Priority Categories (Suggested)

Priority 1 Life Safety /Code Compliance / ADA	Compromises staff or public safety or when a system needs to be upgraded to comply with current codes and standards
Priority 2 Currently Critical	A system or component is inoperable or compromised and requires immediate action
Priority 3 Necessary / Not Critical	Maintain the integrity of the facility or component and replace those items that will exceed their expected useful life within the study period



Deficiency Categories (Suggested)

We have illustrated below typical or suggested deficiency categories.

Plan Type 1 Deferred Maintenance	Maintenance that was not performed when it was scheduled or past its useful life, resulting in immediate repair or replacement
Plan Type 2 Routine Maintenance	Maintenance that is planned and performed on a routine basis to maintain and preserve the condition
Plan Type 3 Capital Renewal	Planned replacement of building systems that have reached the end of their useful life
Plan Type 4 Energy & Sustainability	When the repair or replacement of equipment or systems is recommended to improve energy and sustainability performance

Phase 4

Data and Report Preparation

We will prepare comprehensive Tier 2 statistical reports for each facility. The focus of the reports will be to provide comprehensive and defensible information that will support strategic decisions about the economic use and viability of facilities and assets with charts that will summarize the prioritized budget expenditure for repair, maintenance and lifecycle component replacement needs in the form of reserve studies. We will develop cost information supporting the inventory and replacement value of the assets.

Appendices will contain structured spreadsheets with capital asset inventory data, cross-referenced digital photo logs in support of the deficiencies noted during the assessment, methodologies, scope, and definitions used.

We will prepare and issue in addition to the individual building reports a combined executive report pulling together all the results and needs across the City of Muscatine buildings into one holistic report for stakeholder reporting.

All data produced as part of the site assessment and report development will be exported into flat mapping file spreadsheets containing asset lifecycle deficiencies together with maintainable equipment data which can be used to upload into the VUEWorks CMMS system.

Phase 5

Quality Assurance Review

The AtkinsRéalis team will perform a management overview function throughout the project, so activities meet the commitments and the intent of the City. AtkinsRéalis has implemented various internal procedures related to work quality. We have successfully completed the Lloyds Registered Quality Assurance Registry and hold the following certifications: ISO 9001 for Quality Management Systems (QMS), ISO 14001 for Environmental Management Systems (EMS) and OHSAS 18001 for Occupational Health & Safety Management Systems (SMS).

We will utilize the strict quality standards in accordance with our ISO 9001 quality assurance practice. For this project, Jennifer Ryder will take a leadership role in overseeing that our internal processes are maintained and that industry-recognized standards are current. We recognize the importance of a collaborative approach and value client input and feedback at key milestones of the project. Reports will be issued to facility staff on a phased basis throughout the duration of the project. Our project team will meet with facility staff and walk through the initial phase reports to provide an opportunity to review the content and layout and make any necessary amendments to the deliverable. The client will also have the opportunity to be engaged in client reviews of each phase throughout the course of the project to make sure the project and deliverables are meeting client's expectations.



Phase 6

Preparation of Strategic Plan

Our FCA service will provide City of Muscatine with a solution to support your business decisions. We will work with and assist in preparing a strategic plan to correct the deficiencies and actions identified through the assessments.

The plan will provide a foundation for informed decision making in regard to asset, facility and infrastructure condition, multi-year capital budgeting, cost-saving measures, capital project planning and functional adequacy.

Our methodology and approach will address the cycle of backlog maintenance and escalating reactive and preventative maintenance. The FCA and Strategic Expenditure plan will result in higher maintenance and capital improvement budget.

We will work with the City in presenting the results of the study to the City Council to provide insight into the optimized level of funding needed to update and maintain the City buildings.

Schedule

We anticipate a two-person assessment team will complete the FCA scope within 2 months.



Pricing

We have provided below a breakdown of the tasks and fees associated with the equipment inventory and FCA and including all out of pocket expenses.

Facility Condition Assessment - City of Muscatine													
Options	Location Code	Location Name	Square Ft	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee
	BG AC CH BLD	BG Art Center Carriage House / 0016 / BLD	5,088	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
	BG AC HO	BG Art Center House	5,634	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
	BG AC LI BLD	BG Art Center Linkage to Mansion / 0036 / BLD	2,394	2	16	18	4	1	23	\$145	\$135	\$150	\$3,300
	BG AC MM BLD	BG Art Center Musser Mansion / 0015 / BLD	13,802	3	24	27	4	1	32	\$145	\$135	\$150	\$4,605
	BG AC SG BLD	BG Art Center Stanley Gallery / 0032 / BLD	10,211	3	24	27	4	1	32	\$145	\$135	\$150	\$4,605
	BG AP BLD 10	BG Airport Terminal Building / 0010 / BLD	6,174	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
	BG AP BLD 11	BG Airport New Hanger	6,650	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
	BG AP ELEC BLD	BG Airport Electrical Building	245	2	16	18	4	1	23	\$145	\$135	\$150	\$3,300
	BG AP FU BLD	BG Airport Fuel Tank Building	970	2	8	10	4	1	15	\$145	\$135	\$150	\$2,140
	BG CH BLD	BG City Hall / 0017 I BLD	32,400	4	24	28	4	1	33	\$145	\$135	\$150	\$4,750
	BG LI BLD	BG Library Building (HNI) NEW / 0060 / BLD	35,576	4	24	28	4	1	33	\$145	\$135	\$150	\$4,750
	BG PS BLD	BG Public Safety Building / 0030 / BLD	25,038	4	24	28	4	1	33	\$145	\$135	\$150	\$4,750
	BG PW BLD	BG Public Works Main Facility / 0038 / BLD	33,306	4	24	28	4	1	33	\$145	\$135	\$150	\$4,750
	BG PW VS BLD	BG Public Works Vehicle Storage Building / 00	14,000	3	24	27	4	1	32	\$145	\$135	\$150	\$4,605
	BG PW WB 01	BG Public Works Wash Bay 01	1,040	1	8	9	4	1	14	\$145	\$135	\$150	\$1,995
	BG SF BLD	BG Southend Fire Station / 0058 / BLD	9,721	3	24	27	4	1	32	\$145	\$135	\$150	\$4,605
	BG SG BLD 01	BG State Garage Main Building GEN0747	12,160	3	24	27	4	1	32	\$145	\$135	\$150	\$4,605
	BG SG BLD 05	BG State Garage Brine Bldg GEN0743	484	1	8	9	4	1	14	\$145	\$135	\$150	\$1,995
		Base total	214,893	51	336	387	72	18	477				\$68,535
Optional Facilities													
y	BG AP BLD 01	BG Airport Maintenance Garage / 0001 I BLD	6,987	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
y	BG AP BLD 02	BG Airport Community Hangar / 0002 / BLD	3,336	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
y	BG AP BLD 03	BG Airport Bandag Hangar / 0003 / BLD	7,731	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
y	BG AP BLD 04	BG Airport Hon Hangar / 0004 / BLD	5,625	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
y	BG ESH	BG Eight Street House	2,288	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
y	BG JH BLD	BG 700 Juniper Street - House / 0012 I BLD	2,351	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
y	BG PW CD BLD	BG Public Works Collection & Drainage-Buildi	3,024	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
y	BG PW MB BLD	BG Public Works Morgan Building	11,504	3	24	27	4	1	32	\$145	\$135	\$150	\$4,605
y	BG PW WH BLD	BG Public Works White House Equipment Sto	1,800	1	8	9	4	1	14	\$145	\$135	\$150	\$1,995
y	BG SG BLD 02	BG State Garage Equipment Bldg GEN0746	6,000	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
y	BG SG BLD 04	BG State Garage Material Storage Bldg GEN07	3,300	3	16	19	4	1	24	\$145	\$135	\$150	\$3,445
		Optional Total	53,946	31	176	207	44	11	262				\$37,605
	Combined total	Total	268,839	82	512	594	116	29	739				\$106,140

VUEWorks®

An AtkinsRéalis Technology

Prepared for: City of Muscatine, IA
Attn: Brian Stineman
E: bstineman@muscatineiowa.gov

VUEWorks® Work Order Management System Software
and Implementation Services

Submittal Date: January 19, 2024

City of Muscatine, IA VUEWorks® Software and Implementation Services Proposal

Who we are:

We're AtkinsRéalis, a world-leading design, engineering, and project management organization.
We connect people, data and technology to transform the world's infrastructure.

As the makers of VUEWorks®, we specialize in asset management, geographic information systems and transportation planning. Leveraging the expertise of our professional planners, engineers, geographers and software engineers, we develop technology-based solutions to help our clients make data-driven decisions. We use technology to organize data and develop analytical tools for our clients to better understand and manage their infrastructure and plan for their future.

Today nearly everything is at your fingertips - your assets should be too. From the field to the office, the VUEWorks® solution has been designed with your team in mind.

Key strengths:

- **Sustainable solutions:** We connect people, data, and technology to transform infrastructure and energy systems for a better future.
- **Global reach:** We deliver our services locally to clients in various sectors, including software, engineering, nuclear, operations & maintenance, and capital.
- **End-to-end services:** We offer a comprehensive range of services across the entire asset lifecycle, from consulting and design to construction, maintenance, and decommissioning.
- **Software Expertise:** Our VUEWorks® software helps clients manage assets, prioritize projects, and collect data efficiently with an enterprise approach to manage any asset type.

Areas of expertise:

- **Asset Management:** VUEWorks® software addresses diverse asset management challenges across any asset type for clients.
- **Enterprise Planning & Implementation:** We provide planning, analysis, implementation, and development services to optimize government operations.
- **Mobile Asset Collection:** Our MAC vehicles gather valuable data on infrastructure conditions for various applications. The MAC fleet is heavily used for pavement condition data collection, sign MUTCD data collection and right-of-way data collection.

At the request of the City of Muscatine, IA, AtkinsRéalis has developed the following services proposal based upon the information provided.

Description of Services

The City of Muscatine (City) requests a proposal to implement the VUEWorks® Asset and Work Management software solution, as well as provide Facility Condition Assessment Services for City maintained buildings. The City is requesting 15 concurrent user licenses for use within the Facilities and Street Departments.

Scope of Services: In-Scope Items

- AtkinsRéalis shall provide 15 concurrent user licenses and 1 VUEWorks® application production environment.
- AtkinsRéalis shall provide recurring annual support and maintenance for 5 years.
- AtkinsRéalis shall provide scripted updates related to software releases and builds as part of standard maintenance and support agreement.
- AtkinsRéalis shall provide software installation, configuration, implementation, and training activities for the Facilities and Streets departments.
- AtkinsRéalis shall provide project consultation and management activities, including remote meetings as defined in the project schedule (anticipated 4-month duration).
- AtkinsRéalis shall provide remote training to the City of Muscatine, IA staff using standard training materials and make recommendations for process improvements within the scope of the functionality of VUEWorks®.
 - Administrator (1 remote 4-hour training session. Details to be provided in Training Plan.)
 - End-User (2 remote 2-hour training sessions. Details to be provided in Training Plan.)
- AtkinsRéalis shall configure the following VUEWorks® modules: Core, CitizenVUE, Citizen Request Portal, Facility, Service Request, Work Order, Resource Manager, Condition.
- AtkinsRéalis shall configure VUEWorks® WorkforceVUE mobile application.
- AtkinsRéalis shall configure up to 3 custom reports.
- AtkinsRéalis shall configure up to 2 Facility Templates.
- AtkinsRéalis shall configure VUEWorks to integrate with the City's GIS services as defined in the VUEWorks Esri Requirements documentation.

Scope of Services: Out-Scope Items

- Configuration of VUEWorks' modules not defined in the Scope of Work.
- Configuration of VUEWorks' software for departments not identified in the Scope of Work.
- Data collection and maintenance activities associated with asset data.
- Development of GIS Spatial data required for VUEWorks implementation.
- Data cleansing, normalization, manipulation, or editing.
- GIS data server configuration or network configuration on the City's IT infrastructure.
- Interface with any systems not identified in the Scope of Work.
- The development of middleware or APIs to support customized interfaces or data conversions with 3rd party software, unless agreed upon through change management process.
- Software enhancements to COTS product.

AtkinsRéal: Streamlining Your VUEWorks® Implementation with a Collaborative & Structured Approach

AtkinsRéal's proven delivery plan guides every VUEWorks® implementation, prioritizing long-term success and user adoption. Here's a concise overview of the key phases:

Planning & Design:

- Collaborative Needs Assessment: Understanding your goals, workflows, and existing data through interviews and workshops.
- Software Education & Visualization: Equipping your team with knowledge and demos to envision possibilities.
- Configuration Design Plan: Formalizing the agreed-upon design for review and feedback.

Installation & Configuration:

- Concurrent Installation: Setting up the framework while design progresses.
- Integration with Existing Systems: Connecting VUEWorks® to your GIS and email.
- Incremental Review & Demos: Ensuring functionality meets expectations through continuous feedback.

Data Conversion & Integration:

- Data Formatting & Quality Checks: Preparing and reviewing data for import or linking.
- Emphasis on Data Clean-up: Utilizing migration to optimize data accuracy.
- Final Data Migration Planning: Incorporating data refresh steps for production deployment.

Testing & Validation:

- Client-led Testing: Utilizing test plans and scenarios to validate configuration.
- Issue Classification & Prioritization: Addressing issues through training, configuration adjustments, or defect reports.

Training & Support:

- 8-hours of tailored Training Programs: Adapting to your user levels, needs, and budget.
- Train-the-Trainer & All-User Options: Empowering your team for long-term success.
- Remote Training Flexibility: Ensuring accessibility and convenience.
- Dedicated Roll-out Support: Minimizing disruptions and easing user adoption.
- Continuous Support & Resources: Providing ongoing assistance through portals, forums, webinars, and user groups.

Production Deployment & Transition:

- Smooth Production Roll-out: Managing user setup, data import, and go-live date.
- Initial Roll-out Support: Offering dedicated support for the first 30 days.
- Introduction to VUEWorks® Support: Connecting you with resources and customer support teams.

Benefits:

- Collaborative approach: Aligns implementation with your specific needs.
- Structured process: Minimizes risks and ensures project success.
- Continuous validation: Catches and resolves issues early.
- Comprehensive training: Empowers your team for effective system use.
- Dedicated support: We provide assistance throughout the entire process and beyond.

Choosing AtkinsRéal means getting a reliable partner focused on your long-term success with VUEWorks®.

AtkinsRéal Assumptions:

City of Muscatine will:

- Coordinate with the DTS Project Manager to schedule all project related meeting sessions.
- Ensure all attendees attend the scheduled sessions.
- Provide requested data in a timely manner.
- Maintain a core team throughout the implementation and training to act as the local VUEWorks Admin team. A representative from the Facilities and Streets departments are required as well as others such as the GIS Coordinator for the City.

Pricing

Option 1 – On-Premise Installation

Services	Invoice Method	Total
VUEWorks® Perpetual ELA Software License (15 Concurrent Users and one production instance)	Lump Sum	\$39,900.00
Implementation and Training Services	Lump Sum	\$70,000.00
Total Lump Sum Fees (Year 1) On-Premise	One-Time	\$109,900.00
Annual VUEWorks® Support and Maintenance (Year 1 included with initial software purchase)	Annual	\$7,980.00
Total Annual Fees Years (2 - 5) On-Premise	Annual	\$7,980.00

Option 2 - Hosted

Services	Invoice Method	Total
VUEWorks® Perpetual ELA Software License (15 Concurrent Users and one production instance)	Lump Sum	\$39,900.00
Implementation and Training Services	Lump Sum	\$70,000.00
VUEWorks® Hosting – Year 1	Lump Sum	\$15,000.00
Total Lump Sum Fees (Year 1) Hosted	One-Time	\$124,900.00
Annual VUEWorks® Support and Maintenance (Year 1 included with initial software purchase)	Annual	\$7,980.00
Annual VUEWorks® Hosting	Annual	\$15,000.00
Total Annual Fees Years (2 - 5) Hosted	Annual	\$22,980.00

Option 3 - SaaS

Services	Invoice Method	Total
VUEWorks® SaaS Software License (15 Concurrent Users, hosting, maintenance, and one production instance)	Lump Sum	\$29,300.00
Implementation and Training Services	Lump Sum	\$70,000.00
Total Lump Sum Fees (Year 1)	One-Time	\$99,300.00
Annual VUEWorks® Support and Maintenance	Annual	Included
Annual VUEWorks® Hosting	Annual	Included
Total Annual Fees Years (2 - 5)	Annual	\$29,300.00

Terms & Conditions

Invoicing & Payment Terms

It is our normal practice to invoice monthly for all software and services as they are delivered or incurred on the project. Payment terms are Net 30 from date of invoice.

This proposal is valid through **April 30, 2024**.



City of Muscatine

ITEM NUMBER 2024-0280

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

David Popp, Solid Waste Manager
Brian Stineman, Public Works Director

SUBJECT

Request to Approve the Issuance of a Purchase Order to be Issued After July 1, 2024, in the Amount of \$322,000.00 to Elliott Equipment of Davenport for the purchase of a 2024 Automated Collection Refuse Truck.

EXECUTIVE SUMMARY

For Council consideration is a request to approve the issuance of a purchase order to be issued after July 1, 2024, to Elliott Equipment in the amount of \$322,000.00 for a 2024 automated refuse collection truck.

STAFF RECOMMENDATION

Staff recommends Council approve the issuance of a purchase order, after July 1, 2024, in the amount of \$322,000.00 to Elliott Equipment for the purchase of a 2024 automated refuse collection truck.

BACKGROUND/DISCUSSION

The City of Muscatine Solid Waste Division uses three automated collection and three rear load refuse collection trucks in the daily operations of collecting both residential and commercial refuse in the City of Muscatine and the City of Fruitland. These trucks operate in what is considered severe use conditions, with the goal of the division to replace them on a ten year, or less, cycle. In the FY 2025 budget, the replacement of a 2015 Mack with a New Way packer body has been approved. The goal of the division is to keep the six large trucks used in the daily refuse collection operations the same make and model of cab and chassis and packer body. This helps with parts and service and operator knowledge being consistent with the vehicles. Quotes were taken for this truck from Elliott Equipment of Davenport for the amount of \$327,400.00 and from the Sourcewell Equipment purchasing site, where Elliott Equipment is the vendor with the low bid, in the amount of \$322,000.00.

CITY FINANCIAL IMPACT

There is \$320,000.00 budgeted in the FY 2025 budget for this purchase. The remaining \$2000.00 will be used from the sale of the 2015 truck after the sale at auction.

ATTACHMENTS

1. Muscatine 2024 ASL Sales order Retail (4)
2. Muscatine 2024 ASL Sales order Sourcewell (1)



4000 SE Beisser Dr

Phone: (515) 986-4840

Fax: (515) 986-9530

Sales Order

Date	S.O. No.
6/13/2024	120139

Name / Address
City of Muscatine 215 Sycamore St Muscatine, IA 52761

Ship To
City of Muscatine Attn: Randy 1459 Washington Street Muscatine, Iowa 52761

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB
	Net 30	JKK	7/1/2024	Elliott	

Item	Description	Site	Quantity	Rate	Amount
11695E	2024 New Freightliner M2, Cummins L9 350 HP diesel, Allison 3000RDS automatic, single axle chassis with dual drive Fontaine cab conversion, New Way Sidewinder 20 cu yd automated side loader, frame mounted arm with 1,000lb capacity and 12' reach, dual joysticks, pre crusher panel, triple camera system with 7" color monitor, work lights. Added low profile tag axle. VIN:UR6631			327,400.00	327,400.00

Total	\$327,400.00
--------------	--------------

Customer Signature X _____

DO NOT PAY FROM SALES ORDER. WE WILL SEND AN INVOICE.

3100 West 76th Street
Davenport, IA 52806
Phone: (563) 391-4840

4000 S.E. Beisser Drive
Grimes, IA 50111
Phone: (515) 986-4840
Fax: (515) 986-9530

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Phone: (402) 474-4840

14001 Botts Rd
Grandview, MO 64030
Phone: (816) 761-4840



4000 SE Beisser Dr

Phone: (515) 986-4840

Fax: (515) 986-9530

Sales Order

Date	S.O. No.
6/13/2024	118202

Name / Address
City of Muscatine 215 Sycamore St Muscatine, IA 52761

Ship To
City of Muscatine Attn: Randy 1459 Washington Street Muscatine, Iowa 52761

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB
	Net 30	JJK	7/1/2024	Elliott	

Item	Description	Site	Quantity	Rate	Amount
11695E	2024 New Freightliner M2, Cummins L9 350 HP diesel, Allison 3000RDS automatic, single axle chassis with dual drive Fontaine cab conversion, New Way Sidewinder 20 cu yd automated side loader, frame mounted arm with 1,000lb capacity and 12' reach, dual joysticks, pre crusher panel, triple camera system with 7" color monitor, work lights. Added low profile tag axle. VIN:UR6631 Per Sourcewell contract #091219-NWY			322,000.00	322,000.00

Total	\$322,000.00
--------------	--------------

Customer Signature X _____

DO NOT PAY FROM SALES ORDER. WE WILL SEND AN INVOICE.

3100 West 76th Street
Davenport, IA 52806
Phone: (563) 391-4840

4000 S.E. Beisser Drive
Grimes, IA 50111
Phone: (515) 986-4840
Fax: (515) 986-9530

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Phone: (402) 474-4840

14001 Botts Rd
Grandview, MO 64030
Phone: (816) 761-4840



City of Muscatine

ITEM NUMBER 2024-0281

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Enter Into a Contract with HDR Engineering, Inc. to Provide Engineering Design Services for the Isett Avenue Corridor Reconstruction Project in the Amount of \$2,002,000.00

EXECUTIVE SUMMARY

Request to Enter Into a Contract with HDR Engineering, Inc. to Provide Engineering Design Services for the Isett Avenue Corridor Reconstruction Project in the Amount of \$2,002,000.00

STAFF RECOMMENDATION

Approve the Request

BACKGROUND/DISCUSSION

In April of 2022, the City of Muscatine submitted an application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funds to prepare for reconstruction of Isett Avenue and Cypress Streets from Highway 61 to 5th Street. The project seeks to address the challenges currently facing the corridor and the surrounding neighborhoods and businesses, which include a dangerous environment for pedestrians, decaying infrastructure, and intersections and lane configurations that no longer meet the corridor's growing commercial needs. Proposed improvements such as roundabouts, lane reconfiguration, and the addition of sidewalks and a multi-use path will enable safe travel for cars, trucks, and pedestrians, as well as transforming this corridor into one that is pleasant and efficient to travel along, rather than one that is full of hazards and frustrations.

On June 21, 2023 \$2,002,000 in grant funds were officially awarded to, and accepted by, the City of Muscatine. The next step in the process was selection of a design engineer for the project. Beginning in the fall of 2023 a selection committee was formed, requests for proposals were solicited and several firms were interviewed. The selection criteria and review documents are attached. The selection committee chose HDR Engineering, Inc. as the preferred firm. Several meetings were held with HDR to determine the scope of the project. At this time HDR has submitted a contract that has been reviewed and recommended by the Iowa Department of Transportation (IDOT) and City staff. At this time, staff recommend approving the contract

and sending it to the DOT for final approval. After final approval is received from the DOT the consultant can begin the design process for this project.

CITY FINANCIAL IMPACT

This work is fully funded by the RAISE grant.

ATTACHMENTS

1. Isett Proposal Review Tabulation
2. PROPOSAL REVIEW Tabulation Isett
3. Interview Score Results
4. CONTRACT_Form3310d_Muscatine_Isett-Cypress_240619-v6-FINAL

Reviewer #1

	CATEGORY	HDR	Bolton & Menk	Veenstra & Kimm	Snyder & Associates	Shive Hattery	Foth	HR Green
1	KEY STAFF AND EXPERIENCE --30 POINTS	25	25	22	22	26	22	22
2	TECHNICAL QUALITIES AND PAST EXPERIENCE --30 POINTS	25	27	25	22	25	26	23
3	WORK PLAN AND TIMELINE --5 POINTS	4	3	4	4	4	4	4
4	UNDERSTANDING LOCAL ISSUES AND RESOURCES AVAILABLE TO COMPLETE THE PROJECT --5 POINTS	4	4	3	5	4	3	4
5	RESPONSIVENESS --10 POINTS	6	6	6	6	6	6	4
6	KNOWLEDGE OF FEDERAL AND STATE REGULATIONS AND ABILITY TO WORK WITH LEAD AGENCIES --15 POINTS	12	12	12	12	12	12	12
7	DBE PARTICIPATION --5 POINTS	4	4	4	4	4	4	4
TOTAL		80	81	76	75	81	77	73

Reviewer #2

	CATEGORY	HDR	Bolton & Menk	Veenstra & Kimm	Snyder & Associates	Shive Hattery	Foth	HR Green
1	KEY STAFF AND EXPERIENCE --30 POINTS	20	23	20	20	15	20	15
2	TECHNICAL QUALITIES AND PAST EXPERIENCE --30 POINTS	20	20	25	20	25	22	15
3	WORK PLAN AND TIMELINE --5 POINTS	4	3	5	3	4	3	3
4	UNDERSTANDING LOCAL ISSUES AND RESOURCES AVAILABLE TO COMPLETE THE PROJECT --5 POINTS	2	5	4	4	3	5	3
5	RESPONSIVENESS --10 POINTS	8	9	7	7	7	10	9
6	KNOWLEDGE OF FEDERAL AND STATE REGULATIONS AND ABILITY TO WORK WITH LEAD AGENCIES --15 POINTS	15	15	15	15	10	15	15
7	DBE PARTICIPATION --5 POINTS	3	3	5	3	3	3	4
TOTAL		72	78	81	72	67	78	64

Reviewer #3

	CATEGORY	HDR	Bolton & Menk	Veenstra & Kimm	Snyder & Associates	Shive Hattery	Foth	HR Green
1	KEY STAFF AND EXPERIENCE --30 POINTS	26	28	25	27	26	25	28
2	TECHNICAL QUALITIES AND PAST EXPERIENCE --30 POINTS	29	29	26	25	25	25	28
3	WORK PLAN AND TIMELINE --5 POINTS	5	5	5	5	5	5	5
4	UNDERSTANDING LOCAL ISSUES AND RESOURCES AVAILABLE TO COMPLETE THE PROJECT --5 POINTS	5	5	5	5	5	5	5
5	RESPONSIVENESS --10 POINTS	9	9	9	9	8	8	8
6	KNOWLEDGE OF FEDERAL AND STATE REGULATIONS AND ABILITY TO WORK WITH LEAD AGENCIES --15 POINTS	14	14	14	14	14	12	15
7	DBE PARTICIPATION --5 POINTS	4	4	5	4	5	4	5
TOTAL		92	94	89	89	88	84	94

Reviewer #4

	CATEGORY	HDR	Bolton & Menk	Veenstra & Kimm	Snyder & Associates	Shive Hattery	Foth	HR Green
1	KEY STAFF AND EXPERIENCE --30 POINTS	25	25	20	15	25	20	25
2	TECHNICAL QUALITIES AND PAST EXPERIENCE --30 POINTS	25	25	20	20	25	15	23
3	WORK PLAN AND TIMELINE --5 POINTS	4	3	4	4	4	4	4
4	UNDERSTANDING LOCAL ISSUES AND RESOURCES AVAILABLE TO COMPLETE THE PROJECT --5 POINTS	5	4	3	3	4	3	5
5	RESPONSIVENESS --10 POINTS	10	8	8	7	7	7	10
6	KNOWLEDGE OF FEDERAL AND STATE REGULATIONS AND ABILITY TO WORK WITH LEAD AGENCIES --15 POINTS	15	13	13	10	15	13	15
7	DBE PARTICIPATION --5 POINTS	5	3	5	5	2	3	5
TOTAL		89	81	73	64	82	65	87

	HDR	Bolton & Menk	Veenstra & Kimm	Snyder & Associates	Shive Hattery	Foth	HR Green
OVERALL TOTAL POINTS	333	334	319	300	318	304	318

ISETT CYPRESS RAISE GRANT PROPOSAL REVIEW

Reviewer Name: _____

Review Date(s): _____

	REVIEWER	HDR	Bolton & Menk	Veenstra & Kimm	Snyder & Associates	Shive Hattery	Foth	HR Green	
1	Brian Stineman	92	94	89	89	88	84	94	
2	Kevin Coon	72	78	81	72	67	78	64	
3	Carol Webb	89	81	73	64	82	65	87	
4	Peggy Gordon	80	81	76	75	81	77	73	
5									
6									
7									
TOTAL		333	334	319	300	318	304	318	

ISETT CYPRESS RAISE GRANT PROPOSAL REVIEW

Reviewer Name: _____

Review Date(s): _____

	REVIEWER	HDR	Bolton & Menk						
1	Brian Stineman	99	100						
2	Kevin Coon	86	87						
3	Carol Webb	99	86						
4	Peggy Gordon	90	87						
5	Mark Nelson	86	78						
6									
7									
TOTAL		374	360						

Contract No. **70-5330-632**
Owner Project No. _____
Iowa DOT Project No.
HDP-5330(632)---71-70

Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN [City of Muscatine](#), the **Owner**, located at:

1459 Washington Street
Muscatine, IA 52761
Phone: (563) 263-8933
bstineman@muscatineiowa.gov

and [HDR Engineering, Inc.](#), the **Consultant**, located at:

4620 E. 53RD Street, Suite 200
Davenport, IA 52807
Phone: (319) 373-2536
FAX: (319) 373-6106

For the following Project: This planning project includes a full traffic study, environmental assessment, brownfield assessment, public involvement process, topographical survey, right of way determination, design, and full construction plans for the Isett Avenue/Cypress Street Corridor in Muscatine, Iowa. Potential improvements to the corridor could include four-to-three-lane conversion, three new roundabouts, bridge repair and raising, addition of sidewalks, extension of a multi-use trail and/or on-street bicycle facilities, improved stormwater management, sanitary sewer and water main replacement, and landscaping.

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide a full traffic study, environmental assessment, brownfield assessment, public involvement process, topographical survey, right-of-way determination, design, and full construction plans to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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Attachment A - Scope of Services

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Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

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Attachment G - Sample Invoice Form

Attachment H - Consultant Fee Proposal

Attachment I - Subconsultant Scope and Budget

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: to improve the roadway and corridor section for current transportation and multi-modal needs This planning project includes a full traffic study, environmental assessment, brownfield assessment, public involvement process, topographical survey, right-of-way need determination, design, and full construction plans for the Isett Avenue/Cypress Street Corridor in Muscatine, Iowa. Potential improvements to the corridor could include four-to-three-lane conversion, three new roundabouts, bridge repair and raising, addition of sidewalks, extension of a multi-use trail, improved stormwater management, sanitary sewer and water main replacement, and landscaping. Corridor improvements are to be in accordance with Iowa DOT design policy.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$ 1,724,097.10

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$ 277,902.90

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
Brian Stineman, Public Works Director, City of Muscatine, IA.

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
Morgan A. Mays, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
Martin-Whitacre, LLC	\$ 130,000.00	\$ 130,000.00	Cost Plus Fixed Fee
Terracon Consultants, Inc.	\$ 62,450.85	\$ 62,450.85	Cost Plus Fixed Fee
Tallgrass Archaeology, LLC	\$ 50,293.72	\$ 50,293.72	Lump Sum
Flenker Land Architecture Consultants	\$ 10,750.00	\$ 10,750.00	Lump Sum
MSA Professional Services, Inc.	\$ 20,518.33	\$ 20,518.33	Cost Plus Fixed Fee
Iowa-Counts	\$ 3,890	\$ 3,890	Unit Price

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Preliminary design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be established on or before **30 June 2026** after receiving the notice to proceed (whichever is greater).
2. Final design, contract plans and specifications and estimates shall be completed to a Check Plan (95%) design level and in a form acceptable to the **Owner** on or before **30 June 2026**.
3. Completion of all work under this agreement shall be on or before **30 June 2026** unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.5 Minimum Qualification Standards (MQS)

1.5.1 The **Consultant** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. **300.04**, at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category **N/A**. Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM **300.04**. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

- 2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the **Muscatine** County District Court of Iowa, **Muscatine**, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 ☒ Cost Plus Fixed Fee – Attachment C
- .2 ☐ Lump Sum – Attachment C
- .3 ☐ Specific Rate of Compensation – Attachment C
- .4 ☐ Unit Price – Attachment C
- .5 ☐ Fixed Overhead Rate – Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

3.2 Subconsultant's Responsibilities for Reimbursement. The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all

subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 **Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 **Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 **Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 **Revision of Work Product**

4.6.1 Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.6.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 **Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the

maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

- 4.8 Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9 Responsibility For Claims And Liability

4.9.1 The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the

Consultant, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that [a Check Plan submittal has been made to the City of Muscatine](#) can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.13 Right to Set-off. In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

4.14 Assignment or Transfer. The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.

4.15 Access to Records. The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.16 Iowa DOT and FHWA Participation. The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.

4.17 Nondiscrimination Requirements.

4.17.1 During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The **Consultant** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

4.17.3 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.

4.17.4 The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

3. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved

in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

HDR ENGINEERING, INC.

By _____

Date: _____

Matthew B. Tondl
Senior Vice President

ATTEST:

By _____

Date: _____

CITY OF MUSCATINE, IOWA

By _____ Date: _____

Brad Bark
City Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____ Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A Scope of Services

Proposal Statement and Objective

This proposal is prepared by HDR Engineering, Inc. (**Consultant**) to provide engineering services for design of the Isett-Cypress Reconstruction.

The Scope of Services to be performed by the **Consultant** shall include the following Tasks:

TASK 1	CONTRACT MANAGEMENT	12
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TASK 1 CONTRACT MANAGEMENT

1.1. PROJECT ADMINISTRATION

1.1.1. Team Management and Project Control

The **Consultant** shall prepare and submit monthly email updates (1 to 2 pages), outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the **Consultant** shall provide a brief summary of the actions to be taken to reduce or eliminate delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the City with a desired response date noted to avoid delay of the **Consultant's** services.

This includes task identification, scheduling, task assignment, relating tasks to the others, and coordination with other members of the project team. The **Consultant** shall inform the City of services required which may not be included in the scope of the design services contract approved by the City for this Project. It will be the responsibility of the Consultant to make the City aware of potential amendments to the contract before the services are rendered. This notice must occur prior to extra services being performed. Only those services approved by the City are eligible for compensation.

The **Consultant** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the **Consultant** will be incorporated into the work by the **Consultant**. If the **Consultant** is of the opinion additional effort will be required, the **Consultant** will so notify the **Contract Administrator**, in accordance with Paragraph 4.7. The **Contract Administrator** will provide written approval or disapproval for the **Consultant** to incorporate said update into the work and indicate how payment for such work will be addressed.

1.1.2. Project Management Plan

The **Consultant** shall prepare a Project Management Plan (PMP) for project execution and on-going team guidance and protocols. The following items shall be included:

- 1) Project Purpose and Objectives: similar to scope of services with additional guidance on key decision-making rationale (traffic and drainage considerations, key points for stakeholder and/or City input, etc.).
- 2) Schedule: with task and subtask milestones and deliverables schedule.

- 3) Budget: including but not limited to, task assignments, quality review activity, and project closeout activities.
- 4) Team member roles/responsibilities: including contact information.
- 5) Quality Management Plan: schedule for quality reviews; definition of what is to be reviewed within the deliverable; identified staff and qualifications to complete the review; documentation requirements.
- 6) Design criteria and codes/standards: current Iowa DOT Instructional Memorandums (I.M.s), Road Design Manual and specific Details, Standard Road Plans, City Standards and Details specific to the project.

1.1.3. Quality Control and Management

The **Consultant** shall designate responsibility for implementation and quality control oversight for project deliverables. Designated quality control management shall oversee the individual quality reviews are completed in adherence to the project's Quality Management Plan (QMP).

1.1.4. Project Review Meetings

The **Consultant** shall meet with the City or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The **Consultant** shall create and maintain documentation of primary communications. Meetings are assumed to be held as in-person at the City's Public Works facility and attended by the **Consultant's** Project Manager and Project Engineer; meetings may be mutually agreed to as virtually conducted webinars as appropriate. On-site field reviews are assumed to be conducted during two (2) regularly scheduled Progress Meetings.

The following meetings are included with the scope of work:

- 1) Kickoff Meeting
- 2) Monthly Progress Meetings (15 meetings are assumed, starting in April 2024)
- 3) Design Review and Workshop (to be held 3-weeks prior to submittal)
 - a. Concept/Planning Study review meeting
 - b. Concept Alternatives meeting
 - c. Preliminary Plan meeting (30%)
 - d. Preliminary Plan (60%)
 - e. Check Plan (approximately 95%)
- 4) Progress Meetings at the request of the **Contract Administrator** (2 meetings are assumed)

1.1.5. Progress Reports and Project Invoicing

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, considering the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be provided on a monthly basis.

It is understood by the **Owner** and the **Consultant** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as one task. It is further agreed that the 85% budget notification requirements will be required for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

Consultant shall create, process, and review invoices to meet Iowa DOT standards, and necessary information is included. Coordinate with **Owner** staff as necessary and answer questions. Verify percent work complete on project is in line with percent billed. Includes all other general project administration necessary to complete the project.

Deliverables for Task 1:

- 1) [1.1.1] Monthly updates and summary of activities, issue identification and recommended solutions.
- 2) [1.1.4] Meeting agendas and minutes
- 3) [1.1.5] Monthly progress reports and invoicing.

Key Understandings and Assumptions for Task 1:

- 1) [1.1.1] Project management services will be provided throughout the duration of the project. The project is assumed to be in accordance with I.M. 3.000 for a Type 2 project classification with up to a 14-month duration. Services generally assumed to be complete by June 30, 2026. Additional project management services will be required if the period of services is extended, or additional services are added as an amendment to this Agreement.
- 2) [1.1.2] The PMP shall be used for internal project management only with distribution to all HDR team members.
- 3) [1.1.3] The PMP from Task 1.1.2 includes a clearly defined QMP process and responsibilities. The Quality Control Manager shall execute the plan on all project deliverables.
- 4) [1.1.4] Up to three (3) HDR staff will participate in monthly progress meetings. Meetings are assumed to last one (1) hour in duration and will be held either in-person or via conference call / webinar. Travel expenses are included in the budget for these progress meetings.
- 5) [1.1.4] Progress Meetings at the request of the Contract Administrator shall be in compliance with paragraph 4.4 of the Contract Terms and Conditions.
- 6) [1.1.5] HDR will assign a Project Accountant to work with the Project Manager to maintain the financial records and compliance with contract requirements of the project. Reference is made to requirements identified in Article 1, paragraph 1.2; Article 3, paragraphs 3.1 and 3.2; Article 4, paragraphs 4.7, 4.15, 4.17, and 4.18 of the Contract Terms.
- 7) All deliverables for this task will be submitted to the City electronically in Microsoft Office or Adobe PDF file format.

TASK 2	PUBLIC INVOLVEMENT
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2.1. ENGAGEMENT PLAN

2.1.1. Engagement Plan

HDR will develop the Engagement Plan with City's input. The Engagement Plan will identify goals, key messages, channels and tactics, and timing for sharing project information with key audiences.

The Engagement Plan will also include an initial stakeholder database, which will include a property owner database as well as desktop researched stakeholders that include elected officials, advocacy groups, schools and others. This stakeholder database will be uploaded into Zoho, a customer relationship management tool, to track comments and contact points with the public, in addition to outreach conducted by the team. HDR assumes the cost of one user account. It is assumed that HDR will be responsible for the upkeep of the comment database. The City agrees to Zoho's Terms of Service (<https://www.zoho.com/terms.html>) and understands that regarding the Zoho account, the terms and conditions through Zoho, not HDR, apply. The City understands that the data contained in Zoho will be hosted on Zoho servers and is subject to Zoho's Terms of Service (<https://www.zoho.com/terms.html>), not HDR's. The client understands that HDR does not own Zoho Corporation, nor is a partner, affiliate, or subsidiary of Zoho Corporation.

HDR will also develop a project brand to use for the project. It is anticipated the project brand will generally align with the City's brand but include the project name and have a distinct identify. A brief, two-page brand guide will be developed, in addition to branded Word and PowerPoint templates for use throughout the project.

2.2. VIRTUAL ENGAGEMENT

2.2.1. Social Media Support

HDR will develop up to five (5) social media packages, to include organic (unpaid) social media posts and supporting graphics, for use on City social media channels. Each social media package will include three (3) social media posts. The City will provide HDR log in information for Facebook and Twitter for HDR to directly post project messages on City channels.

HDR will provide traditional and social media monitoring using a data aggregation tool to understand online conversation surrounding the project. These tools gather and analyze publicly available data from a variety of online sources. HDR will provide up to six (6) electronic reports for the duration of the contract. HDR provides this service through a third-party tool. HDR cannot guarantee 100% uptime of any third-party services used.

2.2.2. Webpage

HDR will provide the City with one (1) webpage Word content document for the project, anticipated to be posted under the City's public works page. It is anticipated that the webpage content document will include a project overview, frequently asked questions, project schedule, map, upcoming events and avenues to contact project representatives. It is anticipated that up to six (6) graphics will be developed for use on the project webpage. HDR will provide up to five (5) webpage content document updates for use at key milestones. The City will be responsible for posting all webpage content on their website. The City will post the project webpage link under the 'Quick Links' section of the front page of muscatineiowa.gov and will also provide a shortened URL, such as muscatineiowa.gov/isettave for use on public friendly materials.

2.3. PUBLIC LAUNCH

2.3.1. Outreach

To promote the start of the project, a public launch outreach package will be developed and include a press release, social media posts (see section 2.2.1), email blast and door hangers. HDR will be responsible for developing the outreach content. The City will be responsible for launching the press release and door hangers. HDR will be responsible for launching the email blast and social media posts.

2.4. STAKEHOLDER COMMITTEE MEETINGS

HDR will plan and facilitate three (3) stakeholder committee meetings. The stakeholder committee meetings are intended for community leaders and other key stakeholder to provide detailed input on design components and aesthetics. HDR will be responsible for securing the meeting venue for the meetings, which are anticipated to be hosted a hybrid format (both in person and virtually). Outreach will consist of a calendar invitation and up to ten (10) follow up phone calls for each meeting. HDR will be responsible for launching the calendar invitation and following up with businesses.

Meeting materials will consist of up to 100 handouts, three (3) presentations and three (3) scroll plots. Collateral materials will include sign-in sheets, nametags, comment forms or surveys, and wayfinding. HDR will be responsible for developing meeting and collateral materials. HDR will be responsible for printing meeting and collateral materials. Up to three (3) HDR staff will attend each task force meeting.

2.5. BUSINESS / PROPERTY OWNER TASK FORCE MEETINGS

HDR will plan and facilitate two (2) business / property owner task force meetings. The first task force meeting will be hosted to gather insight on business / delivery schedules, business open / close hours, and other information that may influence construction phasing or design. The second task force meeting will be hosted prior to construction to communication construction impacts to businesses and the outreach process throughout construction. HDR will be responsible for securing the meeting venue for both meetings, which are anticipated to be hosted in person. Outreach will consist of a calendar invitation and up to ten (10) follow up phone calls for each meeting. HDR will be responsible for launching the calendar invitation and following up with businesses.

Meeting materials will consist of up to 100 handouts, two (2) presentation and two (2) scroll plots. Collateral materials will include sign-in sheets, nametags, comment forms or surveys, and wayfinding. HDR will be responsible for developing meeting and collateral materials. HDR will be responsible for printing meeting and collateral materials. Up to two (2) HDR staff will attend each task force meeting.

2.6. ONE-ON-ONE PROPERTY OWNER / BUSINESS OWNER MEETINGS

One-on-one meetings will be used to discuss the project design in detail with individual property or business owners / residents. HDR will conduct up to fifteen (15) one-on-one meetings. HDR will coordinate directly with the individual to schedule the meetings. HDR will develop a brief agenda for each interview and provide notes following the conclusion of each meeting.

2.7. PUBLIC OPEN HOUSES

2.7.1. Public Vision Workshop

HDR will plan and facilitate one (1) public vision workshop to gather initial input on the operation and aesthetics of the corridor. HDR will be responsible for securing the meeting venue. Outreach will consist of a press release, email invitation, door hangers and social media posts. HDR will be responsible for developing the outreach. The City will be responsible for launching the press release and door hangers for property owners (up to 250). HDR will be responsible for launching the email invitation and social media posts.

Meetings materials will consist of up to 200 handouts, up to 12 display boards, and up to three (3) scroll plots for an interactive activity. Collateral materials will include sign-in sheets, nametags, comment forms, and wayfinding. HDR will be responsible for developing meeting and collateral materials. HDR will be responsible for printing meeting and collateral materials. Up to four (4) HDR staff will attend the open house meetings.

2.7.2. 60% Design Open House

HDR will plan and facilitate one (1) 60% design workshop to present and receive feedback on preliminary design concepts. HDR will be responsible for securing the meeting venue. Outreach will consist of a press release, email invitation, door hangers and social media posts. HDR will be responsible for developing the outreach. The City will be responsible for launching the press release and door hangers for property owners (up to 250). HDR will be responsible for launching the email invitation and social media posts.

Meetings materials will consist of up to 200 handouts, up to 12 display boards, and up to three (3) scroll plots for an interactive activity. Collateral materials will include sign-in sheets, nametags, comment forms, and wayfinding. HDR will be responsible for developing meeting and collateral materials. HDR will be responsible for printing meeting and collateral materials. Up to four (4) HDR staff will attend the open house meetings.

2.8. ENGAGEMENT BOOTHS

2.8.1. Engagement Booths

Throughout the engineering and design process, HDR will prepare for and attend up to two (2) events for engagement booths. HDR will be responsible for coordinating directly with the identified event staff to secure a booth. HDR will be responsible for developing one (1) banner, up to three (3) boards, and up to two (2) interactive activities to facilitate public input. Up to two (2) HDR staff will staff the engagement booths.

TASK 3 PRELIMINARY SURVEY / INFORMATION COLLECTION

3.1. INFORMATION COLLECTION

Objective: Collect existing information from the City of Muscatine, regulatory agencies, utility providers, and the project site.

3.1.1. Data Collection

Information from the city will be requested and coordinated to obtain pertinent information to the project site that is available. This includes but is not limited to:

- 1) GIS information including City Utilities, Aerial mapping, known easements, etc.
- 2) Water Main Depths
- 3) CCTV for sanitary trunk sewer
- 4) Existing pavement thickness for any location which is proposed for pavement reconstruction.
- 5) Existing traffic signal timing information
- 6) City specific standard details, specifications, and special provisions to supplement the Iowa SUDAS Manual and Iowa DOT Design Manual.
- 7) Other known important information in the project limits

Information from regulatory agencies will be requested and coordinated to obtain pertinent information to the project site that is available. This includes but is not limited to:

- 1) FEMA Flood Mapping
- 2) Existing HEC-RAS models
- 3) Other shape files from the Iowa DNR

3.1.2. Project Site Visit

Additional information from the project site will be gathered. Conduct one site visit by the **Consultant** team (three HDR staff) to obtain ground level site photos as needed to confirm and document existing conditions, access issues, potential constraints, and verify information collected from the site survey. Identify location of additional survey, if necessary.

3.1.3. Environmental Constraints Mapping

Environmental constraints will be identified and considered in developing concepts for the project. HDR will identify and review databases for potential environmental constraints such as the following:

- 1) Wetlands and other waters of the U.S. (Geneva Creek);
- 2) Floodplain associated with Geneva Creek;
- 3) Federal levees and associated levee critical zones;
- 4) Shared use paths and parks;
- 5) Properties or sites listed in the National Register of Historic Places (NRHP);
- 6) Section 4(f) resources;
- 7) Minority and low-income (Environmental Justice) populations;
- 8) Airports; and
- 9) Leaking underground storage tank sites and other contaminated sites.

HDR will prepare an environmental constraints map based on aerial and desktop data analysis (no environmental field review is planned) for consideration of preliminary constraints during the initial development of design concepts.

Deliverables for Task 3.1:

- 1) [3.1.3] Environmental Constraints Map

Key Understandings and Assumptions for Task 3.1:

- 1) Travel for two (2) HDR staff is included.

3.2. PRELIMINARY DESIGN SURVEY

The **Consultant** will hire a **Survey Sub-Consultant** (Martin-Whitacre) to perform Engineering Survey Services outlined below.

The survey **sub-consultant** shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific design survey tasks to be performed include the following:

3.2.1. Control Surveys

The **Survey Sub-Consultant** will establish horizontal and vertical control for the project area in accordance with the Iowa DOT / SUDAS Survey Standards and the City of Muscatine Codes and policies. Each permanent control point or benchmark shall have horizontal coordinates or elevation and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum.

3.2.2. Topographic Survey

The Survey Sub-Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

- 1) Full width of the public right-of-way within 100' of an intersection and 50' at driveways.
- 2) Pertinent items between intersections that would contribute to the design of a roadway and underground infrastructure including but not limited to edge of traveled way, roadway ditches, culvert pipe, curbs, edges of sidewalks, etc.
- 3) Private properties and areas within easements as determined by the consultant. Reference made to provided Project Study Limits map. Adjacent slopes and grades extending in urban sections from ROW to the adjacent building face or top of slope is expected.
- 4) Driveway elevations where removals and rehabilitation are anticipated and presents elevation concerns. Survey extending to the next logical joint is expected.
- 5) Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs.
- 6) Sidewalk ramps and landings within the public right-of-way. Project specific stairways and/or appurtenances adjacent to right-of-way are included.
- 7) Fences, signs, buildings, retaining walls, planters, etc.
- 8) Vegetation 4" diameter and larger – includes tree diameter/unit measurement for removal quantification.
- 9) Visible utility appurtenances likely to be impacted by the project.
- 10) Traffic signals, traffic control boxes, etc.
- 11) Sanitary and storm sewer rim and at grade elevations, invert elevations, and flow directions, within the project limits and the next structure upstream and downstream (outside of the project limits).
- 12) Water structures including visible valves, hydrants, water services valves, and other structures. The immediate structure/valve outside the project limits is included.
- 13) Photography and inventory of each structure within the project limits

3.2.3. Utility Surveys

Public and private utility facilities will be identified through the Iowa ONE-CALL process. The survey sub-consultant shall perform utility surveys required for the development of the project. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way and adjacent public utility easement (if applicable) for the project. The Survey Sub-Consultant shall field locate visible valves, manholes, handholes, and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the project through map requests to the utility companies and drawn into the design file. This work will be considered survey quality level "B", per CI/ASCE 38-02. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

To minimize potholing needs, the Survey Sub-Consultant shall remove existing water main valve covers and measure from the surface to the valve stem to estimate water main depth. Utilities will be identified from surface utility locates and existing utility maps.

The Survey Sub-Consultant shall provide an excel spreadsheet and summary of each utility within the project area, utility maps which were collected through the Iowa One Call process and contact information for each utility identified. The Survey Sub-Consultant shall verify owners of each utility surveyed to the extent possible to facilitate in the preliminary design.

Deliverables for Task 3.2 (Survey Sub-Consultant to Consultant):

- 1) [3.2.1] Control point summary and control points included in digital file identified in Task.
- 2) [3.2.2] Digital survey file in AutoCAD Civil 3D format which includes items identified in Task.
- 3) [3.2.3] Photography and inventory of each structure
- 4) [3.2.3] Utility survey with line-types specific to each utility owner
- 5) [3.2.3] Excel summary of utilities and existing utility maps
- 6) Digital survey file in AutoCAD Civil 3D format which includes items identified in Task.

Key Understandings and Assumptions for Task 3.2:

- 1) The Survey Sub-Consultant shall provide sufficient control for construction.
- 2) The Survey Sub-Consultant shall be responsible for additional field visits required to capture the above information within the limits identified by the Consultant at no additional cost. 1-day of verification survey of utilities at a minimum shall be assumed.
- 3) Subsurface utilities will be located from available maps and field locates at locations where underground facilities (e.g., storm intakes, traffic signal poles, etc.) will be constructed. Approximate subsurface utility elevations shall be based on readily visible information, available data, and general industry standards. Potholing / hydro excavation for depths of existing utilities will not be included in the utility survey work.

3.3. GEOTECHNICAL INVESTIGATION

The **Consultant** will hire a geotechnical **sub-consultant** (Terracon) to perform the geotechnical investigation services associated with the project. The **sub-consultant** shall provide the necessary subsurface exploratory and laboratory testing services to support geotechnical analysis and design by the Consultant (HDR).

3.3.1. Field Exploration

Within the current project limits, the following geotechnical investigation is anticipated:

Table 1: Schedule of Borings

EXPLORATION AREA	NO. OF BORINGS	ESTIMATED BORING DEPTH	COMMENTS
Roadway Areas	25	10'	Spaced at intervals of 400 feet
Roadway Approach Embankments at Geneva Creek and Existing Levee	9	50'	Spaced at intervals of 200 feet
Bridge Abutments over Geneva Creek	2	60'	

The geotechnical **sub-consultant** shall provide a Health and Safety Plan and Quality Plan prior to conducting field investigation. Geotechnical **sub-consultant** shall coordinate with IOWA ONE-CALL for utility locate services, shall provide traffic control during drilling operations (if-necessary), and shall backfill borings in accordance with state requirements. Traffic control shall be completed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) standards. The geotechnical subconsultant shall layout the soil borings based on coordinates provided by Consultant. The survey sub-consultant shall document the actual boring locations and surface elevations.

Geotechnical sub-consultant shall be responsible for drilling and logging borings, sampling, in-situ testing and laboratory testing under the direction of the **Consultant**. The geotechnical **sub-consultant** shall also be responsible for recording the water level readings during and after drilling, including stabilized water levels in borings where groundwater is encountered. No groundwater monitoring wells are proposed for this work. The geotechnical **sub-consultant** shall prepare the final boring logs and laboratory data sheets.

Laboratory testing will be assigned by Consultant and is expected to include moisture content, dry unit weight, Atterberg limits, particle size analysis (sieve and hydrometer), unconfined compressive strength, UU triaxial strength and consolidation.

3.3.2. Geotechnical Data Report

The Consultant shall review the preliminary results of the subsurface investigation as work is completed and will coordinate with geotechnical sub-consultant to modify the investigation program, if necessary. The geotechnical **sub-consultant** shall prepare and submit an electronic version of the geotechnical data report to the **Consultant**. The geotechnical data report shall include the following:

- 1) Detailed boring logs
- 2) Laboratory test data
- 3) Subsurface water levels observed during and after the completion of drilling
- 4) Site Location and Exploration Plan
- 5) Subsurface exploration procedures
- 6) Laboratory procedures

Deliverables for Task 3.3:

[3.3.1] Geotechnical Data Report

Key Understandings and Assumptions for Task 3.3:

- 1) Site Access: the site and boring locations will be accessible to truck-mounted drilling equipment.
- 2) A DIPP is assumed to be required by levee sponsor for exploration provided that the exploration does encroach within the levee right-of-way or impact of the projected prism, as coordinated with USACE.

TASK 4 GEOTECHNICAL ENGINEERING

4.1. COORDINATION OF SUBCONSULTANT FOR DRILLING

Consultant will provide subconsultant with coordinates for the locations of borings before the drilling work and will coordinate with the subconsultant during drilling regarding adjustments to the boring locations and sampling procedures so that the completed work provides geotechnical data for use by **Consultant**.

4.2. ASSIGNMENT AND COORDINATION OF LABORATORY TESTING

Consultant will review the preliminary results of the drilling and sampling program as it proceeds and will modify the program to gather additional data, as necessary. **Consultant** will assign, coordinate and perform quality assurance check of the laboratory testing program and assign additional testing as needed.

4.3. REVIEW BORING LOGS AND LABORATORY TESTING DATA

Consultant will review the typed boring logs and laboratory test data.

4.4. DEVELOPMENT OF SOIL DESIGN PARAMETERS

Consultant will develop soil design parameters for use in numerical analyses.

4.5. GEOTECHNICAL ANALYSES FOR ROADWAY

Consultant will perform the following geotechnical analyses and evaluations:

- 1) Subgrade stabilization/improvement as needed.
- 2) Settlement analyses to assess the magnitude and time-rate of the anticipated settlement of the foundation soils under the weight of the new roadway fills as needed.
- 3) Stability analyses for the new roadway fills as needed.
- 4) Pavement Section Design

Limited stability and settlement considerations related to possible Section 408 impacts to existing levee are included. Extensive stability, settlement, and seepage analyses are not anticipated or included.

4.6. GEOTECHNICAL EVALUATION FOR BRIDGE OVER GENEVA CREEK

Consultant will perform the following geotechnical analyses and evaluations:

- 1) Stability analyses for the bridge abutment foreslopes.
- 2) Recommendations for bridge foundation type.
- 3) Recommendations for foundation design to resist axial loads.
- 4) Recommendations for foundation design to resist lateral loads.

4.7. PREPARATION OF GEOTECHNICAL REPORT

Consultant will prepare a geotechnical report summarizing results of field exploration and laboratory testing programs, boring logs, laboratory test data, subgrade evaluations, settlement analyses and pavement section design.

A separate Geotechnical Memorandum in support of the possible Section 408 is planned.

4.8. QUALITY CONTROL REVIEWS

Consultant will perform quality control reviews of deliverables.

4.9. DEVELOPMENT OF PLANS AND SPECIAL PROVISIONS

Consultant will review and edit plan sheets and special provisions as needed to support design development. This effort includes development of special provisions for levee-related construction and for contractor emergency action plan (EAP) requirements.

4.10. MEETINGS

Consultant will attend internal and external team meetings as needed.

Deliverables for Task 4:

- 1) Geotechnical Report: submitted electronically in PDF format.
- 2) Geotechnical Considerations Report for Section 408: submitted electronically in PDF format.

Key Understandings and Assumptions for Task 4:

- 1) No detailed design of proprietary ground improvement systems is needed.
- 2) Pavement section will be PCC.
- 3) No field exploration is required for levee gate(s), high-mast light towers, box culverts, storm sewers, utility lines or other structures.
- 4) The Geneva Creek Crossing will be a replacement bridge elevated with approach embankments.
- 5) Roadway reconstruction will result in limited impacts to the existing levee.
- 6) Roadway will cross over the top of the levee including drainage features.
- 7) No new drainage structures through the levee will be required.
- 8) Design will not consider any future raising of the levee.
- 9) Operation and maintenance access to the levee will be provided from the roadway.

TASK 5 TRAFFIC STUDY

The study area for the traffic analysis tasks includes the following intersections, including roadway segments on Cypress Street and Isett Avenue between these intersections:

- 1) Cypress Street / E 5th Street
- 2) Cypress Street / E 8th Street
- 3) Cypress Street / E 9th Street
- 4) Cypress Street / E 10th Street
- 5) Isett Avenue / Cypress Street / E 11th Street
- 6) Isett Avenue / Bidwell Road
- 7) Isett Avenue / Clay Street
- 8) Isett Avenue / Lake Park Boulevard
- 9) Isett Avenue / US Highway 61

5.1. TRAFFIC DATA COLLECTION

The following data will be collected and reviewed to support traffic evaluation:

- 1) Collect 12-hr turning movement traffic counts (7am-6pm), pedestrian, and bicycle counts at 9 study intersections.
- 2) Obtain crash data from the past 5 years for locations within the study area using Iowa DOT Iowa Crash Analysis Tool (ICAT).
- 3) Relevant traffic studies
 - a. Traffic and Safety TEAP Study
- 4) Request transit data from MuscaBus including:

- a. Routes and schedules
- b. Number of boardings and alightings at stops in study area
- c. Usage of the bike racks on buses
- d. Demographic characteristics of transit users

Deliverables for Task 5.1:

- 1) Iowa Counts traffic count reports.

Key Understandings and Assumptions for Task 5.1:

- 1) Traffic counts shall be collected at nine (9) intersections and analyzed for a single 12-hr period.

5.2. TRAFFIC ANALYSIS

5.2.1. Traffic Volume Development

Traffic volumes will be developed for traffic analysis study intersections for the AM and PM peak hours of the following scenarios to support traffic evaluations:

- 1) Existing conditions
- 2) Year 2050
- 3) Interim years (years to be determined during the project)

New counts collected with this project will be used to develop existing traffic volumes. The **Consultant** will coordinate with the Iowa DOT Systems Planning Bureau to obtain the latest future year 2050 forecasts along Cypress Street and Isett Avenue within the study area. The **Consultant** will develop year 2050 AM and PM peak hour volumes based on existing counts and provided forecast information. Interim year volumes will be developed for up to two interim years to support decisions on trigger points for expandable improvements needed for year 2050 volumes that may not be needed for several years beyond opening year. Interim year volumes may also be used to determine points in time when traffic signals may be warranted based on peak hour traffic volumes. Interim year volumes will be interpolated between existing and year 2050 volumes.

5.2.2. Traffic Safety Evaluation

Crash patterns and locations where there is a potential for crash reduction will be identified for crashes involving motor vehicles, pedestrians and bicyclists. Iowa DOT's PCR methodology along with observed crash data will be used. Descriptive statistics such as crash severity and type tables and intersection collision diagrams will be developed. Potential countermeasures to address crash patterns and locations with relatively high potential for crash reduction will be identified. These potential countermeasures will be considered during the concept development process.

The Interactive Highway Safety Design Model (IHSDM) will be used to develop a model of the existing corridor conditions, as well as up to 3 corridor alternatives. The IHSDM models will be used to predict safety performance for alternatives comparison. Spreadsheet tools developed as part of NCHRP Project 17-84 will be used to quantify safety performance for non-motorists and roundabout safety performance functions developed as part of NCHRP Project 17-70 will be used to quantify safety performance of roundabouts.

5.2.3. Bicycle and Pedestrian Performance Measures

Existing and Future Bicycle Level of Traffic Stress (BLTS) Analysis – **Consultant** will conduct a BLTS analysis along the corridor using the methodology provided from the Mineta Transportation Institute (MTI) in MTI Report 11-19, "Low-Stress Bicycling and Network Connectivity" as updated in May 2022. The results will provide the ability to see the BLTS score of each segment along the corridor to identify where improvements are most needed. This analysis correlates to four levels of traffic stress: LTS 1 = suitable for most children, LTS 2 = suitable for most adults; LTS 3 = suitable for enthused and confident riders, LTS 4 = suitable for only strong and fearless riders. The BLTS is considered a performance measure. The BLTS will also be calculated for the alternatives analysis.

Existing and Future Pedestrian Level of Service (PLOS) Analysis – **Consultant** will conduct a PLOS analysis along the corridor using the methodology provided in the Highway Capacity Manual, 7th Edition. The PLOS is a performance measure that represents the typical pedestrian's perception of the overall segment travel experience. PLOS is considered a performance measure. The PLOS will also be calculated for the alternatives analysis.

5.2.4. Traffic Operations Analysis

Traffic operations analysis will be completed for traffic analysis study intersections for the AM and PM peak hours of the following scenarios:

- 1) Existing Conditions
- 2) Year 2050 No-Build
- 3) Year 2050 Build (up to three geometric/traffic control strategies at each traffic analysis study intersection)
- 4) Interim Year Build (year to be determined during the project)

Operations analysis will be completed with Vistro 2020 (Synchro 11 could be used instead based on City preference). Supplemental operations analysis of roundabout solutions will be completed with SIDRA INTERSECTION 8. The traffic analysis will be used to make recommendations on turn lane configuration and storage length for the preliminary design.

OPTIONAL SERVICE:

- Microsimulation of Year 2050 No-Build
 - This could include all or part of the corridor (up to three alternatives)

5.2.5. No-Build Traffic Analysis Documentation

A draft and final no-build traffic analysis memorandum will be developed to document the activities, methodologies, results and conclusions of the traffic and safety analyses of the existing condition and year 2050 no-build, including safety countermeasures and geometric configurations to consider in the alternatives development. The final version of the memorandum will incorporate one round of comments from the City of Muscatine.

5.2.6. Alternatives Traffic Analysis Documentation

A draft and final alternatives traffic analysis memorandum will be developed to document the activities, methodologies, results and conclusions of the traffic and safety analyses of the design alternatives (up to three) in year 2050 and an interim year build condition. The final version of the memorandum will incorporate one round of comments from the City of Muscatine.

Deliverables for Task 5.2:

- 1) Draft Existing Conditions Traffic Analysis Technical Memorandum
- 2) Final Existing Conditions Traffic Analysis Technical Memorandum
- 3) Draft Alternatives Conditions Traffic Analysis Technical Memorandum
- 4) Final Alternatives Conditions Traffic Analysis Technical Memorandum

Key Understandings and Assumptions for Task 5.2:

- 1) No traffic signal, landscaping, storm sewer, roadway drainage, nor lighting design will occur at this level of study.

TASK 6 PUBLIC REALM CONCEPTUAL DESIGN

6.1. CONCEPTUAL DESIGN KICK-OFF MEETING

This task entails holding a Kick-Off Meeting for the public realm design phase of the project. During the meeting, to be held virtually via an online platform (ex: Zoom or MS Team), the **Consultant's** design team

will introduce themselves to the Client and Key Stakeholders (if applicable). The design team will also request base data and discuss the vision, goals, and schedule for the project.

6.2. DATA COLLECTION AND BASE MAPPING

Relevant information and data needed for the conceptual design effort will be collected during this phase. Successful acquisition of appropriate information at this early stage will facilitate all later phases of the project. Working with the Client, we will identify key information to be collected and transmitted to HDR.

The **Consultant** team will create a digital base map for use on the project by compiling the various digital drawing files. This AutoCAD file will be used as the working base map for the conceptual design effort as well basis for developing the Construction Documents for the project. Prints and displays at various scales will be used for the public realm design phase.

6.3. PUBLIC REALM ANALYSIS

Utilizing the AutoCAD base file, the **Consultant** will conduct a cursory inventory and analysis of the existing public realm facilities. Included will be streetscape elements, sidewalks, transit stops, utilities and infrastructure, and adjacent developments, both constructed and planned. This analysis will identify existing conditions and help determine potential streetscape opportunities. The results of this analysis will help guide the design concepts to be developed and refined in later tasks.

6.3.1. Establish Typical Section

With the design criteria prepare graphical representation of the design criteria for the typical section to show lane widths, sidewalk widths, median widths, and bike lane widths. Develop up to three (3) typical section alternatives which meet project goals. Evaluate and compare right-of-way impacts, environmental impacts, retaining wall requirements, utility relocation requirements and constructability of each alternative. The graphical representation of the preferred typical section will be developed to support public engagement.

6.3.2. Complete Streets Review

Identify multi-modal facilities to be present within the project area. Task will make use of data collected for the Traffic Study in Task 5.1. Multi-modal facility options will be included in the typical section development and discussed with the City prior to public engagement efforts.

6.3.3. Corridor Alternatives

This task includes developing a range of alternatives for corridor evaluation. Up to three (3) alternatives will be developed. The use of roundabouts and traditional stop-controlled / signalized intersection alternatives shall be considered to meet current design criteria and traffic analysis. Task includes conceptual level horizontal, vertical alignments and templating/model developed for feasibility and comparison between alternatives. Includes development of 11x17 aerial based exhibits of each alternative.

6.3.4. Alternatives Evaluation

Develop evaluation matrix for comparison of each alternative.

6.4. PUBLIC REALM DESIGN WORKSHOP

The **Consultant** will create a conceptual streetscape design for the public realm improvements along the segments of Isett Avenue and Cypress Street within the project area, based on input from the previous Tasks 3, 4.1, 4.2, and 4.3, during a 2-day internal workshop. The improvements could include decorative light poles/fixtures, signage and wayfinding elements, specialty paving, native landscaping, and green infrastructure components. This may also include elements that can serve as separation between vehicular traffic and people biking and walking. In addition, the location and aesthetics of a gateway feature along Isett Avenue will be studied. Concepts will be generated during the day and tested during pin-up sessions. The **Consultant** team will include landscape architects, urban planners, active transportation planners, site/civil, structural, and traffic engineers. The workshop schedule is tentatively planned as follows:

Day One: Multiple concepts for the streetscape elements will be created on the first day. Based on feedback during the evening pin-up session, two concepts will be advanced on the second day.

Day Two: Two concepts will be refined on the second day. Based on feedback during the evening pin-up session, one concept will be selected as the preferred concept alternative.

The preferred concept will encompass a cohesive aesthetic design for the streetscape along the corridor. The descriptive drawings, including plans, street sections, and diagram vignettes, along with photos of streetscape design precedents, will be prepared ahead of a virtual presentation to the Client and Key Stakeholders.

6.5. CLIENT PRESENTATION & REVIEW

Following the workshop, the **Consultant** design team will prepare a digital presentation that includes all design drawings imagery of the preferred concept to the Client and Key Stakeholders via an online virtual meeting. The Client and Key Stakeholders will be provided the presentation and time to internally review and compile comments regarding the preferred concept design. Recommended revisions/refinements will be provided to the **Consultant**. If an in-person presentation is preferable to the Client, then up to three (3) members of the **Consultant** team would attend the review meeting.

6.6. PREFERRED CONCEPT REFINEMENT & PHOTO-REALISTIC RENDERINGS

The **Consultant** design team will digitally refine the preferred concept design of the streetscape based on feedback from the Client and Stakeholder review. The team will advance appropriate drawings and renderings. Drawings will be put into AutoCAD and digitally rendered. In addition, the location/view of two (2) photo-realistic renderings that highlight the streetscape along Isett Avenue and Cypress Street will be selected. The renderings will be a high-quality source file appropriate for large-scale printing, as well as image files (jpg and pdf) suitable for inclusion in PowerPoint presentations or marketing documents by the Client. The renderings and associated callouts will provide the public with a representation of what the completed project could look like.

6.7. PREFERRED CONCEPT DESIGN GRAPHICS BOOK

A Graphics Book, which will be a comprehensive, “illustration-heavy” document highlighting the preferred concept design of streetscape will be prepared by the **Consultant**. This document will summarize the results of the design process and contain the drawings and supporting text describing the design. The Graphics Book should provide the Client with an informative document for use in public information meetings, the project website, and project landscaping design.

Deliverables for Task 6:

- 1) Exhibits for Typical Sections, corridor segment and intersection alternatives.
- 2) Workshop Summary and Preferred Concept Presentation (PDF Files)
- 3) Design Graphics Book (PDF Files), to include:
 - Rendered Preferred Concept Plan with informative callouts.
 - Supporting graphics (i.e., sections, diagrams, vignettes, etc.)
 - Two (2) Photo-realistic renderings

Key Understandings and Assumptions for Task 6:

- 1) No detailed landscaping, structural, nor lighting design will occur at this level of study.
- 2) No refinement of landscaping concept is anticipated as a result of public information meetings or other public engagement efforts.
- 3) All deliverables produced during this Task will be submitted in digital format.

TASK 7 DESIGN DEVELOPMENT

7.1. CONCEPTUAL DESIGN**7.1.1. Establish Design Criteria**

The **Consultant** shall prepare design criteria to be used in developing preliminary plans and used for the completion of Iowa DOT Form 517001 (Concept Statement). With Isett Avenue and Cypress Street being the sole jurisdiction of the City of Muscatine and in order to meet the Iowa DOT design criteria for a Federal-aid project, the following criteria will be used:

- 1) Applicable Instructional Memorandums, including I.M. 3.400 Preliminary Plans.
 - a. Content and Format: Preliminary plans shall be prepared in accordance with [Attachment A](#), Preliminary Plan Guidelines, and [Attachment B](#), Preliminary Plan Checklist.
- 2) Iowa Statewide Urban Design and Specifications (SUDAS) [Design Manual](#), Chapter 5, for urban design guidance and Chapter 12 for Pedestrian and Bicycle Facilities.
- 3) ADA requirements: 2010 ADA Standards for Accessible Design (ADAAG) with 2014 supplement and correction; 2023 Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).
- 4) City of Muscatine Codes and Policies, including applicable Standards and Detailed Drawings.

A summary of design criteria will be established using the manuals and reference documents listed above. Criteria will be used to develop the Concept Statement form in collaboration with desktop environmental reviews under Task 7.4.1 and form completion of environmental under Task 7.4.1.

7.1.2. Documentation

- 1) Prepare and document the alternatives development and evaluation Memorandum.
- 2) Prepare and submit the Concept Statement to Iowa DOT.

7.2. UTILITY COORDINATION

The **Consultant** will develop preliminary plans for the purpose of coordinating with existing utility owners in the corridor. **Consultant** will coordinate with the City and utility companies to discuss location of facilities and potential impacts as a result of the project, possibility of an overhead to underground electric transmission and distribution transition, review utility relocation plans prepared by the utility company, and help facilitate a schedule with the City and utility companies to perform relocations prior to the project construction. Tasks associated with utility coordination are listed below:

- 1) Create a summary and tracking log and utility coordination sheets for potential utility conflicts.
- 2) Identify and coordinate utility conflicts that interfere with proposed construction.

Process data gathered in 1.1 and 1.2 and reconcile to develop a single location for each identified utility and asset. [i.e., How handle utilities from One Call that weren't marked in the field or ones in the field no one marked (abandoned)] Overlay on preliminary corridor design to identify locations where conflicts between existing utilities and construction will require relocation of utilities.

- 3) Individual utility companies' coordination; updated with project timelines and relocation plans.
 - a. Muscatine Power & Water (MP&W) – water, electric, and communication.
 - b. Alliant Energy – gas
 - c. CenturyLink / Lumen – communications
 - d. ICN – communications
 - e. MetroNET - communications

- 4) Attendance of two (2) HDR staff at two (2) Joint Utility Meetings. The Joint Utility Meetings will be to introduce the project to utility companies so companies affected can plan and budget for the relocation. Joint utility meetings will be in person, on site with utility companies affected by construction.
 - a. Joint Utility Meeting – Kickoff (prior to utility survey)
 - b. Joint Utility Meeting – post-Preliminary Plan submittal

Deliverables for Task 7.2:

- 1) Meeting Minutes from Utility Coordination Meetings
- 2) Utility Tracking Log
- 3) Utility Coordination Sheets

Key Understandings and Assumptions for Task 7.2:

- 1) Travel for two (2) HDR staff is included for the two (2) Joint Utility Meetings.
- 2) **Consultant** will lead public utility correspondence efforts (i.e. e-mails, phone calls).
- 3) Preliminary design for utilities within the levee right-of-way and within the levee influence zone or projected prism will follow design requirements in the USACE Engineering Manual (EM) 1110-2-2902 *Conduits, Pipes and Culverts associated with Dams and Levee Systems* (December 2020).
- 4) Design criteria documentation will include levee design references for criteria associated with the contractor's anticipated limits of construction where it intersects with the levee system and the levee ROW along the corridor of the project starting with the bridge at Geneva Creek at the north to a point south of the existing levee closure where the project will not impact the levee projected prism.

7.3. HYDROLOGIC AND HYDRAULIC ANALYSIS

7.3.1. Data Review and Site Visit

The **Consultant** will obtain and review data pertaining to the Project and perform a site visit. The data to be collected includes the FEMA HEC-HMS hydrologic model and effective hydraulic model for Geneva Creek, land use data, LiDAR data, and aerial photography. A site visit will be completed to confirm watershed and site characteristics.

7.3.2. Geneva Creek Detention Screening and Hydrologic Analysis

The **Consultant** will obtain the HEC-HMS hydrologic model for Geneva Creek prepared by FEMA for the effective flood insurance study. The model will be updated as necessary to reflect existing conditions in the watershed. The updated model will be used to identify potential detention locations to reduce peak discharges and resulting flooding at Isett Avenue. The list of potential detention locations and priority for construction will be included as an attachment to the technical memorandum prepared for Task 7.3.3. Tasks associated with the detention screening and hydrologic analysis are listed below:

- 1) Review the watershed for potential detention sites.
- 2) Modify subcatchment delineations and hydrologic parameters to match current conditions and allow for analysis of potential detention site locations.
- 3) Estimate storage volume available at each detention location and an allowable release rate to meet SUDAS and State of Iowa requirements (if applicable).
- 4) Execute the hydrologic model for the 10-, 50-, 100-, and 500-year rainfall events. Develop a prioritized list of detention locations based on decrease to peak flows at Isett Avenue.
- 5) Prepare a summary of detention options and facilitate a detention site review meeting with City staff.

7.3.3. Isett Avenue Geneva Creek Hydraulic Analysis

The **Consultant** will evaluate proposed alternatives for modification of the Isett Avenue bridge over Geneva Creek. The evaluation will identify required roadway and bridge design elevations and layout to meet the City's objectives and regulatory criteria. The objective of the evaluation is to increase the roadway level of service above the 100-year water surface elevation and eliminate the earthen levee closure south of the intersection with Bidwell Road. Tasks associated with the hydraulic analysis are listed below:

- 1) Develop a 2D hydraulic model of the project area for the natural conditions and existing conditions. The existing condition 2D model will be the basis for comparison of the proposed improvements. The natural condition will be the basis to meet State of Iowa backwater criteria.
- 2) Evaluate three proposed alternatives with the 2D model for the 50- and 100-year return period flood events on Geneva Creek. For each alternative, identify increases to base flood elevations at existing roadways, private property, or structures upstream of the proposed project.
 - a. No bridge raise, roadway approach raise to eliminate the earthen closure
 - b. No bridge raise, roller gate closure to eliminate the earthen closure
 - c. Bridge raise with approach roadway grade raise
- 3) Evaluate impacts to local drainage in the vicinity of Bidwell Road and Isett Avenue caused by the proposed Geneva Creek bridge alternatives and identify proposed storm sewer pipes and overland flow paths to mitigate any ponding elevation increases. The evaluation will include the following steps:
 - a. Incorporate storm sewer pipes in the vicinity of the intersection of Bidwell Road and Isett Avenue into the 2D hydraulic model for the existing condition and three proposed alternatives.
 - b. Incorporate subcatchments for the storm sewer area of interest using hydrologic parameters determined in Task 7.3.2,
 - c. Develop design rainfall hyetographs for the 5-, 10-, and 100-year local rainfall events.
 - d. Execute the hydrologic/hydraulic model for the three local rainfall events and four model geometries consisting of the existing condition and three proposed alternatives.
 - e. Identify conceptual level proposed storm sewer pipes and overland flow paths needed for each of the three proposed alternatives to meet SUDAS criteria.
- 4) Prepare a summary of hydraulic performance and facilitate discussion at a hydraulic analysis review meeting with City staff. Identify a preferred alternative with input from City staff.
- 5) Prepare a draft technical memorandum documenting the analysis and conclusions. Submit the draft memorandum to the City for review and address one round of comments from City staff. Prepare a final technical memorandum.

7.3.4. Section 408 Support

The **Consultant** will provide hydraulic information to support the Section 408 submittal. The tasks associated with Section 408 Support are listed below:

- 1) Run up to 3 additional discharges including the levee design discharge to inform the Section 408 submittal.
- 2) Prepare Hydraulic Considerations Report for inclusion in the Section 408 submittal.

7.3.5. Bridge Design Support

The **Consultant** will support bridge TS&L development and final design. The tasks associated with Bridge Design Support are listed below:

- 1) Complete up to two updates to the 2D hydraulic model and effective hydraulic model in response to required design changes identified during final design.

- 2) Estimate a 200-year discharge for Geneva Creek using published discharges in the Flood Insurance Study.
- 3) Complete scour analysis for the preferred alternative. Run the 2D model with the 200- and 500-year discharges to inform the scour analysis.
- 4) Complete design of revetment required for the preferred alternative.
- 5) Prepare the hydraulic data on the TS&L drawing for the preferred alternative.

Deliverables for Task 7.3:

- 1) Meeting notes from detention site review meeting
- 2) Draft Geneva Creek Hydrologic Analysis Technical Memorandum
- 3) Final Geneva Creek Hydrologic Analysis Technical Memorandum
- 4) Draft Isett Avenue Geneva Creek Bridge Hydraulic Analysis Technical Memorandum
- 5) Final Isett Avenue Geneva Creek Bridge Hydraulic Analysis Technical Memorandum
- 6) Hydraulic Considerations Report for Section 408 submittal

Key Understandings and Assumptions for Task 7.3:

- 1) The site visit will be attended by three HDR water resources engineers from the Des Moines office.
- 2) The detention site review meeting will be virtual and attended by three HDR staff.
- 3) The hydraulic analysis review meeting will be virtual and attended by three HDR staff.
- 4) The stormwater detention screening will initially assume that treatment of the water quality volume will be provided in accordance with SUDAS criteria. If treatment of the water quality volume is found to be unfeasible during completion of the study, the criteria can be modified in consultation with the City.
- 5) It is assumed that there will be no service fee assessed by FEMA to provide the effective hydrologic model and supporting data. Any fees assessed by FEMA will be paid by the City.
- 6) If the City desires to include the effect of identified detention facilities in the design of the Isett Avenue bridge, a conditional letter of map revision (CLOMR) may be required because the of the bridge being located within a regulatory floodway. If a CLOMR is required, it will be completed as an additional service.
- 7) The 50- and 100-year Geneva Creek discharges will be evaluated with the 2D model for the three proposed alternatives listed in 7.3.3 (2). The 200-year and 500-year Geneva Creek discharges will be evaluated with the 2D model for the preferred alternative to inform the bridge scour analysis and revetment design.
- 8) The analysis of storm sewer capacity in the Geneva Creek watershed will be limited to only areas required to evaluate Project impacts. The detention screening and hydrologic analysis will not incorporate any analysis of existing storm sewer capacity.
- 9) Storm sewer inlet capacity will not be evaluated with the 2D hydraulic model. Inlet capacity calculations will be performed as part of Task 7.5.5.
- 10) The storm sewer analysis in Task 7.3.3 includes up to two model iterations during final design to reconcile the model with storm sewer design changes.
- 11) Assumptions about sediment grain size will be based on the soil boring data provided in the as-built plans. Industry standard geotechnical assumptions based on the boring information will be made to provide information not included in the as-built plans. No additional borings are included in this scope.
- 12) Regulatory bridge hydraulic criteria are assumed to be as outlined in Iowa Administration Code 567-72.1 for bridges and road embankments in high damage areas and in the regulatory floodway, summarized as follows:

- a. Criteria 1. The maximum allowable backwater for the 100-year event for bridges and road embankments is 1.0 foot.
 - b. Criteria 2. Backwater for the 100-year event shall not exceed the surcharge associated with the delineation of the floodway.
 - c. Criteria 3. The minimum freeboard for low superstructure horizontal bridge members above the water surface elevation for the 50-year event is 3 feet unless a licensed engineer provides certification that the bridge is designed to withstand the applicable effects of ice and the horizontal stream loads and uplift forces associated with the 100-year event.
- 13) Scour calculations will be completed in accordance with HEC-18 – Evaluating Scour at Bridges, Fifth Edition.
 - 14) Revetment design will be completed in accordance with HEC-23 – Bridge Scour and Stream Instability Countermeasures.
 - 15) Detention pond location and sizing will be based on optimal hydraulic conditions and not consider property ownership (whether public or private property).
 - 16) It is assumed no hydrologic or hydraulic analysis of Mad Creek is required for this project.
 - 17) The City will provide written comments on the Draft Isett Avenue Geneva Creek Hydraulic Analysis Technical Memorandums. No meetings will be required to review the comments.
 - 18) It is assumed that all deliverables will be electronic.

7.4. ENVIRONMENTAL DOCUMENTATION, PERMITTING, AND AUTHORIZATION REQUESTS

7.4.1. Concept Statement

Per Iowa DOT's Federal-aid Project Development Guide, HDR environmental staff will complete blocks 9 through 21 of Iowa DOT Form 517001 (Concept Statement), with HDR engineering staff completing the remaining blocks (See Task 7.1).

Deliverables for Task 7.4.1:

- 1) Draft and Final Iowa DOT Form 517001 (Concept Statement)

7.4.2. Wetland Delineation

Sub-Consultant Tallgrass Archaeology LLC (DBE qualified) will visit the Project site to determine if waters of the United States (US), including wetlands, are present along the project. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season, unless otherwise approved by an Iowa DOT water resources specialist. Delineation methods shall be in accordance with the 1987 USACE Wetland Delineation Manual, and the 2010 USACE Midwest Regional Supplement.

For purpose of scope and fee development, HDR assumes the wetland delineation study area extends 50 feet beyond anticipated limits of construction (LOCs) or ROW, whichever is farther from the existing roadway centerline. The study area will include known construction access, staging, stockpiling, or waste disposal areas.

HDR will plot collected data on aerial photographs in GIS. Plotted data will include study area, wetland boundaries, wetland types, ordinary high-water mark, and sample/photo point locations. The delineated data will be brought into the project GIS. Collected data will be documented on USACE Water of the U.S. Determination Data Forms. Photo documentation will be taken at all sample locations. Ultimately, a wetland delineation report will be prepared that documents the type, size, and location of delineated wetlands and waters of the U.S.

Deliverables for Task 7.4.2:

- 1) Draft and Final Wetland Delineation Report

7.4.3. Threatened and Endangered Species Habitat Review

In conjunction with wetland delineation fieldwork, threatened and endangered (T&E) species habitat surveys will be conducted by Subconsultant. Prior to fieldwork, the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool will be consulted to identify federally listed species that may occur in the study area. The results of the habitat survey will be documented in a Technical Memorandum. The findings will be further documented in the Determination of Effect Form (Form 760005), coordinated with Iowa DOT for approval, and incorporated in the Categorical Exclusion.

Deliverables for Task 7.4.3:

- 1) Draft and Final T&E Species Technical Memorandum
- 2) Iowa DOT Form 760005 Determination of Effect for Threatened and Endangered Species

7.4.4. Cultural Resources Review

Sub-Consultant Tallgrass Archaeology LLC (DBE qualified) will assist HDR in performing cultural resource services, including a Phase IA Archaeological Investigation and Architectural Reconnaissance Survey, as detailed in enclosed Tallgrass Archaeology Scope of Services. The resulting report will be submitted to Iowa DOT for review. Depending on findings, and the possible need for more intensive investigation (Phase I level investigation), the report may also be provided to SHPO. Historic aerial photographs show that much of the project area was developed prior to the 1930s, suggesting that there is a relatively high likelihood of encountering historic period archaeological deposits in the project area. If approved effect determinations are reached, they will be incorporated into the Categorical Exclusion.

Deliverables for Task 7.4.4:

- 1) Draft and Final Cultural Resources Report

7.4.5. Regulated Materials Review

HDR will review various state and federal databases, along with historic aerial photographs, to identify potential contamination sources and characterize them as recognized environmental conditions (RECs).

The study area will be subsequently reviewed via a windshield survey to affirm findings of the desktop review and identify any additional RECs. No sampling and analysis of soil, water, or other materials are proposed. Photographs will be taken during the windshield survey to document REC locations. REC locations will be incorporated into the project GIS. RECs will be assigned an Iowa DOT risk category of High Risk, Moderate Risk, Low Risk, or Minimal Risk. The review will be documented in a Regulated Materials Review Report.

Deliverables for Task 7.4.5:

- 1) Draft and Final Regulated Materials Review Report

7.4.6. Section 4(f)

HDR will complete Iowa DOT Form 760006 Section 4(f) Determination, in association with the Concept Statement. Additionally, and if necessary, HDR will coordinate with the Official with Jurisdiction, document de minimis findings in the Counter-signed Categorical Exclusion, or complete Programmatic Section 4(f) documentation.

Deliverables for Task 7.4.6:

- 1) Iowa DOT Form 760006 Section 4(f) Determination
- 2) Programmatic Section 4(f) Documentation, if necessary

7.4.7. NEPA Documentation

In consideration of the type of project, HDR believes that National Environmental Policy Act (NEPA) requirements would be fulfilled with the completion of a Countersigned Categorical Exclusion, which HDR

will prepare, in coordination with the City, and to include Iowa DOT approval. HDR will also complete an Iowa DOT Green Sheet to document and focus commitments stated in the NEPA document.

Deliverables for Task 7.4.7:

- 1) Draft and Final Countersigned Categorical Exclusion
- 2) Iowa DOT Green Sheet

7.4.8. Environmental Permits

HDR will prepare a Joint Application for submittal to the Iowa Department of Natural Resources (Iowa DNR) and USACE for Iowa DNR Section 401 Water Quality Certification and a Section 404 Nationwide Permit.

7.4.9. CWA Section 404 Pre-Construction Notification

HDR will prepare a Draft Pre-Construction Notification (PCN), in accordance with the CWA Section 404 Nationwide Permits, to be included in the Iowa Joint Application. The PCN will include a complete project description, along with documentation of impacts on wetlands and waters of the US. Electronic files of the documents will be submitted to the City and Iowa DOT for review and approval. Following review and revision, the PCN will be included in the Iowa Joint Application submittal to USACE and Iowa DNR, via the Iowa DNR PERMT website. If necessary, HDR will address 404-related questions and information requests from the USACE Rock Island District Regulatory Office.

Deliverables for Task 7.4.9:

- 1) Draft CWA Section 404 Pre-Construction Notification

7.4.10. NPDES Construction General Permit Notice of Intent

The **Consultant** will draft project description and boundary information for the Contractor's use (i.e., template SWPPP document). The **Consultant** will publish a public notice of stormwater discharge and draft a NPDES Permit Application Notice of Intent (NOI) with Iowa DNR for coverage under a General Permit No. 2. Per Iowa DNR requirements, the Consultant will develop plan sheets (RC-, RR, and RU-Sheets) to address intended erosion control plan, with explanation of responsibilities, as well as supplementary data and information on the project for the Contractor to use to develop their site-specific SWPPP addressing the construction activities associated with the reconstruction of Isett Avenue and Cypress Street.

Deliverables for Task 7.4.10:

- 1) Draft Public Notice and Notice of Intent (NOI)
- 2) Template SWPPP Document (for future Contractor-specific site-SWPPP)

Key Understandings and Assumptions for 7.4 Tasks 7.4.1 through 7.4.10:

- 1) HDR will coordinate with Iowa DOT to acquire a recent example of an approved Counter-Signed Categorical Exclusion and will base the proposed document on the approved example. If the findings of environmental reviews warrant a different level of Categorical Exclusion, or a different classification of NEPA documentation, HDR will coordinate with the City and determine if a supplement would be needed to complete NEPA compliance.
- 2) HDR assumes that a CWA Section 404 pre-application meeting is not required, that the project can be authorized by a Nationwide Permit, that an Individual Permit is not required, and that no compensatory mitigation planning or design is required.
- 3) If desktop activities uncover regulated materials, supplemental scope and fee may be required for further analysis, sampling, or mitigation measures.
- 4) If desktop and reconnaissance level activities determine that intensive level cultural resources surveys are required, or that in-person visits to Iowa DOT or SHPO are required, supplemental scope and fee may be required.
- 5) HDR assumes that noise analysis is not required.

- 6) Based on distance from the nearest public airport, this scope of services assumes no FAA Review will be needed.
- 7) No construction permitting will be completed with this scope of services, beyond the permitting and authorization efforts detailed in this task.

7.4.11. Floodplain Permitting

The **Consultant** will prepare and submit the Iowa Joint Permit and local floodplain permit. The tasks associated with floodplain permitting are listed below:

- 1) Attend up to two pre-submittal coordination meetings with the Iowa DNR.
- 2) Complete a 1D hydraulic analysis with the FEMA effective model to demonstrate regulatory compliance. The analysis will include development and execution of the duplicate effective model, corrected effective and existing condition models (if applicable) and the proposed condition model in accordance with FEMA guidance for construction in the floodway. The analysis will be completed for the preferred alternative.
- 3) Prepare and submit Iowa Joint Permit application.
- 4) Prepare and submit local floodplain permit application.

Task Deliverables for Task 7.4.11:

- 1) Iowa Joint Permit Application
- 2) City of Muscatine Floodplain Development Permit Application

Key Understandings for Task 7.4.11:

- 1) The pre-submittal meetings will be held virtually and attended by two HDR staff.
- 2) It is assumed that there will be no service fee assessed by FEMA to provide the effective hydraulic model and supporting data. Any fees assessed by FEMA will be paid by the City.
- 3) It is assumed that the project will meet no-rise criteria. If a conditional letter of map revision (CLOMR) request is required, it can be prepared as an additional service.
- 4) Modeling the preferred alternative in the 1D hydraulic model will likely result in computed water surface elevation differences when compared to the 2D proposed condition model due to difference in computational methods between the models.
- 5) It is assumed that all deliverables will be electronic.

7.4.12. Section 408 Coordination and Submittal

The **Consultant** will prepare and submit supporting documentation while conducting coordination activities seeking local sponsor and USACE concurrence, feedback, and approval for modifications to the Geneva Creek levee at Heinz and a technical review of the proposed project for work near the Muscatine, IA – Geneva Creek Levee (Levee System) near the intersection of Cypress Street and East 5th Street. The Section 408 request will be prepared in accordance with the requirements stipulated in the September 2018 USACE Engineering Circular (EC) 1165-2-220 governing the Section 408 process for alterations to civil works structures. It is assumed that USACE coordination will take place with the USACE Rock Island District level and will not require an Independent External Peer Review (IEPR), Division Review, or Risk Management Center (RMC) review. Given that the work is expected to include work on levee ROW, a record of environmental considerations (REC) will be required to reflect environmental requirements associated with the Section 408 categorical permissions of replacing drainage structures and repairing streets. Tasks associated with Section 408 coordination and submittal are listed below:

Data Collection and Coordination

- 1) Request and review USACE levee design and O&M information.
- 2) Prepare for and conduct Section 408 pre-request meeting with levee sponsor and USACE to confirm design and submittal requirements.

- Conduct one pre-request submittal meeting with the levee sponsor and Heinz.
 - Conduct one pre-request submittal meeting with USACE Rock Island District.
- 3) Conduct internal coordination with design team.
 - 4) Attend project update meetings with the client.

Prepare and Submit NEPA Submittal for DIPP and Section 408

- 1) Prepare a Record of Environmental Considerations (REC) for NEPA documentation for subsurface investigations within the levee ROW. The forms to be submitted with the REC are found as an attachment to the *Programmatic Environmental Assessment – Finding of No Significant Impact, Categorical Permissions, Section 408 Alterations to Existing U.S. Army Corps of Engineers Civil Works Projects 33 U.S.C. Section 408, Iowa*, signed in March 2017.
- 2) Prepare a Section 408 submittal for the proposed project improvements within the levee critical area. The following submittals are planned for overall USACE review and comment:
 - a. Preliminary Section 408 Submittal – Includes related Special Provisions and drawings. Special Provisions are expected to include Earthwork/Levee Construction, Seeding, Structural Components, and the Emergency Action Plan (EAP).
 - b. Full Section 408 Submittal – includes special provisions and drawings with USACE comments incorporated along with technical appendices and full Section 408 narrative.
- 3) Perform a quality control review of the Record of Environmental Considerations, Preliminary Section 408 Submittal, and Full Section 408 Submittal.
- 4) Coordinate a submittal review with the City as the levee Sponsor.
- 5) Submit the Section 408 package to the USACE and respond to one set of comments from USACE. Assume a total of 8 hours is required to respond to comments.

Task Deliverables for Task 7.4.12:

- 1) Record of Environmental Considerations (REC) for DIPP
- 2) Preliminary Section 408 Submittal
- 3) Full Section 408 Submittal

Key Understandings for Task 7.4.12:

- 1) The coordination with USACE with respect to Section 408 requirements will be based on the Engineering Circular (EC) 1165-2-220 *Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408* (September 10, 2018). In addition, a memorandum routed internally to USACE has extended this EC until such time as the Section 408 rule has been finalized and promulgated.
- 2) USACE is working on developing a rulemaking associated with the Section 408 requirements within EC 1165-2-220. At this time, there have been no federal register notices with respect to this rulemaking. While the intent is to base the rulemaking on the current EC 1165-2-220, there is no guarantee that there will not be modifications promulgated that result in revised processes. The Project Team will be notified if the proposed rulemaking occurs during the timeline of this Project.
- 3) USACE is working on modifications to Engineering Manual (EM) 1110-2-1913 *Design and Construction of Levees*. USACE is planning to finalize and publish the revised EM in early 2024. At this time, HDR does not have final confirmation what specific revisions or revised criteria the new manual contains. The Project Team will be notified once it is published whether there are significant modifications that will modify scope or fee estimates.
- 4) USACE is gradually working towards a risk-based approach with respect to their levee portfolio, as indicated in USACE Engineering and Construction Bulletin (ECB) 2019-15 *Interim Approach for Risk-Informed Designs for Dam and Levee Projects* and as briefly documented in EC 1165-2-220. As a result, USACE has started requiring risk assessments or failure mode analyses with more complex projects that intersect levee systems. This project has the potential to require a risk

assessment. It is assumed that USACE will not require a risk assessment or failure mode analysis for this phase of the project. If USACE should require one as a result of pre-request coordination, an Amendment for Additional Services will be required.

- 5) It is our understanding that this levee system is not currently undergoing a FEMA levee recertification analysis, a USACE Systemwide Improvement Framework (SWIF), or other active improvements. If this assumption changes, this could result in the need for an amendment to the scope of services.
- 6) Additional requirements, as communicated in the future Section 408 terms and conditions, will be required following construction of the selected set of improvements. The services associated with the Section 408 request and post-construction services are not included with this scope of services and are anticipated as part of a separate contract.
- 7) USACE is currently updating the federal rule associated with the Public Law 84-99 (PL 84-99) program. At this time, it is not anticipated that those rule changes will impact required design or Section 408 requirements. If this changes, an amendment for additional services may be required.
- 8) It is assumed that no scope is included for any FEMA recertification. Should the sponsor identify this as a need, this may require an Amendment for Additional Services.
- 9) At this time, design of the improvement of any levee deficiencies is not anticipated to be a part of the design services. If this should change, an Amendment for Additional Services may be required.
- 10) It is assumed that a levee performance analysis (i.e. HEC-FDA analysis) will not be required as part of the Section 408 submittal.
- 11) It is assumed that all deliverables will be electronic.
- 12) It is assumed that no site visit is included for the Section 408 team to visit the site.
- 13) It is assumed that the City will provide original and levee improvement as-builts, levee inspection materials and reports, design documentation, subsurface data and laboratory analysis, and geotechnical data and models. If the City does not have any of this documentation and instead defers to USACE for the request of these items, it is assumed the City will authorize USACE to provide this documentation to HDR.

7.5. PRELIMINARY PLANS

7.5.1. Preliminary Plan Preparation

The **Consultant** shall develop Preliminary Design Plans for the project's design development. Upon completion, the design plans will be approximately 60% complete. The submittal of Preliminary Plans shall be completed on or before the date schedule as outlined in the "Schedule" below.

Plan sheets to be included with the Preliminary Plans will include required information as outlined by DOT plan standards. Plans will be at a 60% design level but will encompass fundamental design elements. The Preliminary plan sheets that will be submitted as part of the deliverable are summarized below. Plan and profile sheets will be half-sized (11"x17"):

Table 2: SUMMARY OF ESTIMATED PLAN SHEETS

SHEET DESIGNATION	SHEET DESCRIPTION	EST. NO. OF SHEETS
A-Sheets	Title Sheet, Location Map	2
B-Sheets	Typical Cross Sections and Details	8
C-Sheets	Quantities and General Information - project description - estimated project quantities - estimate reference information - standard road plans - index of tabulations - general notes	22

	- tabulations	
CD-Sheets	Drainage Structure Quantities Tabulations	-
CR-Sheets	Removal Sheets	20
CS-Sheets	Geotechnical Quantities Tabulations	-
D-Sheets	Mainline Plan and Profile Sheets - plan and profile legend and symbol information sheet - mainline plan and profile sheets	16
DR-Sheets	Roundabout Plan and Profile Sheets	6
E-Sheets	Side Road Plan and Profile Sheets	22
ED-Sheets	Drainage Channel Plan and Profile Sheets	-
F-Sheets	Detour Pavement, Temporary Pavement Sheets	5
G-Sheets	Survey Sheets	8
H-Sheets HE-Sheets	Right-of-Way Sheets - H-sheets: mainline ROW - HE-sheets: side road ROW	8 4
J-Sheets	Traffic Control and Staging Sheets - traffic control plan - staging notes - tabulations (108-23A, 108-23B, 108-25, 108-26A, 111-1, 113-2) - modified TC standard road plans - staging typical cross sections	20
L-Sheets	Geometric, Staking, and Jointing Sheets	28
M-Sheets	Storm Sewer Tabulations and Plan & Profile Sheets	27
MSA-Sheets	Sanitary Sewer Tabulations and Plan & Profile Sheets	24
MWM-Sheets	Water Main Tabulations and Plan & Profile Sheets	25
MIT-Sheets	Wetland Sheets	-
MG-Sheets	Green Infrastructure Sheets	-
N-Sheets	Traffic Signal Sheets	16
P-Sheets	Lighting Layout Sheets	16
Q-Sheets	Soils Sheets	18
R-Sheets	Streetscape Sheets - streetscape (specialty paving, signage/wayfinding elements) and details - gateway feature details - landscape (including green infrastructure features) plans and details	16
RC-Sheets	Sediment Control Quantities Tabulations - pollution prevention plan (PPP) - erosion control tabulations	4
RR-Sheets	Erosion Control Plan Sheets	16
RU-Sheets	Erosion Control Detail Sheets	4
S-Sheets	Sidewalk Sheets	14
SD-Sheets	Driveway Details	33
T-Sheets	Earthwork Quantity Sheets	5
U-Sheets	500 Series Design Detail Sheets, Modified Standards, and Detail Sheets	16
V-Sheets	Bridge Plans	20
W-Sheets	Mainline Cross Sections	98
X-Sheets	Side Road Cross Sections	13
Z-Sheets	Detour Cross Sections	-
		534

7.5.2. General Plans

The **Consultant** will develop general plan sheets for the project letting. Tasks include the preparation of the following construction plans:

- A-Sheets – Title Sheet and Location Map
- C-Sheets – Quantities, Estimate Reference Notes, Tabulations, General Information

7.5.3. Roadway Design Plans

The **Consultant** will develop detailed design for the proposed roadway. This task includes the preparation of the following construction plans:

- B-Sheets – Typical Cross Sections and Details (including as-built typical cross sections)
- CR-Sheets – Removals
- D-Sheets – Mainline Plan and Profile Sheets
 - Isett Avenue
 - Cypress Street
- E-Sheets – Side Road Plan and Profile Sheets
 - Blaine Street
 - Webster Street
 - Scott Street
 - Hancock Street
 - Lake Park Blvd
 - Clay Street
 - Bidwell Road
 - Woodlawn Avenue
 - Dale Street
 - Colver Street
 - E 11th Street
 - E 10th Street
 - E 9th Street
 - E 8th Street
 - E 7th Street
 - E 6th Street
 - E 5th Street
- ED-Sheets – Drainage Channel Plan and Profile Sheets
- F-Sheets – Detour Pavement, Temporary Pavement Sheets
- G-Sheets – Survey Control Sheets
- J-Sheets – Traffic Control and Staging Sheets
- L-Sheets – Geometric, Staking, and Jointing Sheets
- U-Sheets – Signing and Striping Sheets
 - Design and prepare tabulations for permanent pavement markings and public signage. Prepare Special Detail 'U' sheets of permanent pavement markings and public signage in a plan view layout. Sheets will identify type of pavement marking and begin/end points.

Assumptions for Roadway Design Plans:

- A roundabout will be designed at the following intersections:
 - Isett Avenue and Clay Street
 - Isett Avenue and Bidwell Road
 - Cypress Street and 11th Street
- The Road will be designed to current Iowa Statewide Urban Design and Specifications standards.

7.5.4. Right-of-Way/Easement Plans

The **Consultant** will provide exhibits in the form of the plan H-Sheets with a Parcel Impact Detail (PID) sheet for each easement required. The **Consultant** will develop the sheets listed below for inclusion in the plan preparation.

- H-Sheets – Right-of-Way/Easement Sheets (Mainline)
- HE-Sheets – Right-of-Way/Easement Sheets (Side Roads)

7.5.5. Utility Designs Plans

The **Consultant** will develop detailed utility design for a complete storm water system along the entire corridor. Utility design includes:

Storm Sewer: The majority of the project will propose storm sewer for the new urban roadway cross sections on Isett Avenue and Cypress Street. The following items will be completed as part of this task:

- CD-Sheets – Drainage Structure Quantities Tabulations
- CR-Sheets – Storm Sewer/Drainage Utility Removals
 - Included in CR sheets above under 7.5.3.
- M-Sheets – Storm Sewer Plan and Profile Sheets

Sanitary Sewer Design:

- MSA-Sheets – Sanitary Sewer Plan and Profile Sheet

Water Main Design: Water Main design or improvements will be coordinated with and completed in coordination with Muscatine Power & Water.

- MWM-Sheets – Water Main Plan and Profile Sheets

Assumptions for Task 7.5.5.:

- Utilities outside of the project limits will not be part of the project and will not be replaced or evaluated.
- Existing storm sewer on Dale Street and Walters Street will not be evaluated. It will be assumed the storm sewer is outside of our project limits but can be added in later as additional services.
- Existing utilities (sanitary, storm sewer, water) outside of ROW adjacent to and under Heinz Company property will not be evaluated with this project.
- It is assumed to be approximately 7,500 LF of storm sewer design with the project.
- It is assumed that approximately 3,100 LF of sanitary sewer design along Cypress Street and Isett Avenue, from E. 5th street north to Woodlawn Avenue, will be within the project limits. All other sanitary sewers along the corridor will be used as constructed.
- Force Main and Lift station design are not included.
- It is assumed that approximately 10,000 LF of distribution water main and 3,300 LF of Transmission water main design will be included in the project limits.
- Utilities within levee ROW or the levee projected prism will be required to comply with USACE EM 1110-2-2902. General design and construction details and methods for work within the levee ROW and within the levee projected prism will be required to comply with USACE EM 1110-2-1913. There is no effort in this scope of services to re-design existing utilities within levee ROW or the levee projected prism to comply with USACE EM 1110-2-2902.

7.5.6. Design Details and Traffic Signal Plans

The **Consultant** will develop traffic signal, pavement marking, and signing plans for the Project. Tasks include the preparation of the following construction plans:

- N-Sheets – Traffic Signal Sheets
 - Coordinate with City of Muscatine staff to discuss the preliminary plans, base signal timings, pedestrian accommodations, and any other signal related issues.
 - Develop permanent traffic signal layouts, wiring diagrams, phasing diagrams, and pole layouts for up to two intersections or pedestrian crossings. Coordinate signal pole and/or Pedestrian push button placements, power source locations, and luminaire type/heights with City street lighting design.
 - Tabulate quantities for the permanent signals. Provide traffic signal detail sheets, general notes, and a legend.
 - Prepare traffic signal bill of materials and pay item estimate sheets with reference information regarding each pay item.
- U-Sheets – Signing and Pavement Marking Sheets; Design Detail Sheets

7.5.7. Lighting Plans

The **Consultant** will develop lighting plans based upon the light pole specification and standard spacing as provide by the Owner.

Lighting Design:

- Photometric calculations shall be prepared using Visual Lighting 2020 software and in accordance with applicable portions the following lighting standards:
 - AASHTO Roadway Lighting Design Guide, Seventh Edition, 2018.
 - ANSI/IES RP-8-18 Design and Maintenance of Roadway and Parking Facility Lighting, 2018.

Tasks include the preparation of the following construction plans:

- C-Sheets – Quantities and General Information
 - Design and prepare lighting tabulations.
- P-Sheets – Lighting Plans.
 - Develop lighting pole layouts, control cabinet locations, lighting circuit sized and routed, and power source locations.
- U-Sheets – Diagram/Detail Sheets
 - Control cabinet one-line diagram and miscellaneous details.

Assumptions for Lighting Plans:

- The modified sections of roadway shall be continuously lit by individual street light poles and luminaires mounted on combo signal poles.
- Pedestrian and bicycle facilities along and crossing the corridor shall be continuously lit.
- Temporary lighting during construction will not be required.

7.5.8. Sidewalk Details / ADA Ramp Plans

The **Consultant** to provide ADA compliant sidewalk ramps at each quadrant of the intersection for incorporation into the plan set as S-Sheets. The **Consultant** will develop the sheets listed below for inclusion in the plan preparation.

- S-Sheets – Sidewalk Details/ADA Ramp Sheets (1" = 5' Scale)
- SD-Sheets – Driveway Detail Sheets (1" = 5' Scale)

7.5.9. Streetscape Plans

The **Consultant** will develop plan and detail sheets for all public realm improvements along Isett Avenue and Cypress Street. The following drawings will be included in the R-Sheets:

- R-Sheets – Streetscape Sheets
 - Streetscape Plans and Details
 - Gateway Feature Details
 - Landscape / Green Infrastructure Plans and Details

7.5.10. Erosion Control Plans

The **Consultant** to develop the base Pollution Prevention Plan (PPP) based on Iowa DOT design manual guidance and tabulations. The following sheets will be generated to meet the Iowa DOT design manual requirements for a PPP:

- RC-Sheets – Sediment Control Quantities Tabulations (including Tabulation 110-12)
- RR-Sheets – Erosion Control Plan Sheets
- RU-Sheets – Erosion Control Detail Sheets

Assumptions for PPP:

- Task effort is estimated for coverage under NPDES General Permit No. 2 only.
- **Consultant** is responsible for Public Notice of Storm Water Discharge and template SWPPP Document, based on the storm water design.
- Contractor will be responsible for completing the project specific SWPPP, execute the PPP, and provide maintenance throughout construction.

7.5.11. Earthwork Quantity Sheets

Earthwork Quantity Sheets shall be developed for the entire project corridor based on Iowa DOT guidance and tabulations.

- T-Sheets – Earthwork Quantity Sheets

7.5.12. Cross Section Sheets

- W-Sheets – Mainline Cross Sections
- X-Sheets – Side Road Cross Sections
- Z-Sheets – Detour Cross Sections

7.5.13. Preliminary Opinion of Probable Construction Cost

Prepare a preliminary opinion of probable construction cost using Iowa DOT's iDP project cost estimating on-line tool. Preliminary cost estimates shall be based on representative major project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

7.5.14. Quality Control – Preliminary Plan Development

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment.

7.5.15. Field Review with City

A Field Exam will be held with the Project Development Team to discuss key issues and design concepts, with the main emphasis focused on access control and traffic control/stage construction. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design.

Deliverables for Task 7.5:

- 1) Electronic PDF set of Preliminary Plans, inclusive of the TS&L bridge plans (Task 7.7);

- 2) Preliminary Opinion of Probable Construction Cost;
- 3) Draft ROW Need Determination for City Review;
- 4) Synchro print outs of proposed signal timing parameters (if applicable).

Key Understandings and Assumptions for Task 7.5:

- 1) Travel for up to two (2) HDR staff is included for the Field Review.
- 2) Iowa DOT Bid Items and CAD Standards will be used for deliverable documents.
- 3) Wetland design and plan, specifications, and estimates development are not included in this scope of services.

7.6. CHECK PLANS

7.6.1. Check Plan Preparation

The Consultant shall develop Check Plans for the project's design development. Upon completion, the design plans will be approximately 95% complete. The submittal of Check Plans shall be completed on or before the date schedule as outlined in the "Schedule" below.

The **Consultant** will respond to comments resulting from **Owner** and **Contract Administrator** reviews of Preliminary Plan deliverables from Task 7.5. Recommended modifications will be incorporated into the plan set. Comments will be logged and tracked so that every comment has been addressed.

Plan sheets to be included with the Check Plans will include required information as outlined by DOT plan standards. Plans will be at a 95% design level and considered complete within exception of final comments from **Owner** and **Contract Administrator**.

7.6.2. Check Plan Special Provisions

The **Consultant** will create special provisions as necessary for items that do not conform to Iowa DOT standards.

7.6.3. Opinion of Probable Construction Cost

The **Consultant** shall prepare an opinion of probable construction cost for the project using Iowa DOT's iDP project cost estimating on-line tool. The cost estimates shall be based on representative major project elements and recent bid information. The Consultant shall budget, and review bid items and quantities for each bid item associated with the project.

7.6.4. Quality Control Review

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of check plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Deliverables for Task 7.6:

- 1) Electronic PDF set of Check Plans;
- 2) Title Sheet with designers' initials and reviewers' initials after completion of Quality Control;
- 3) Electronic copy of **Owner** and **Contract Administrator** Preliminary Plan review comments and **Consultant's** evaluation of the response and action taken;
- 4) Opinion of Probable Construction Cost;
- 5) Special Provisions.

Key Understandings and Assumptions for Task 7.6:

- 1) Iowa DOT Bid Items and CAD Standards will be used for deliverable documents.

- 2) Check Plan (95% complete) joint submittal to City and Iowa DOT is anticipated with the project to be on temporary hold until the time implementation funds for construction are secured. Addressing final City and Iowa DOT comments and making formal final submittal and project development certification (PDC) will occur after securing all construction funding to receive final Iowa DOT and FHWA approval. Check Plan submittal is considered final plans, specifications, and estimates that require minimal effort to finalize for Iowa DOT/FHWA approval and contracts submittal. Scope and Fee are not included for project development beyond Check Plan submittal.
- 3) A single set of Construction Plans to a designated 95% design level of completion is assumed. Multiple bid project contracts or phased project execution will require additional services.
- 4) No bid letting support services, real estate services, nor easement or land acquisition platting and exhibit efforts are included in this scope of services. These services may be added upon securing construction funding to move project development through bid document submittal, PDC, contract bidding, and letting.

7.7. GENEVA BRIDGE DESIGN

7.7.1 Bridge Type, Size, and Location (TS&L) Plans

This task refers to the development of the Type, Size and Location (TS&L) plans for a bridge to carry Isett Avenue over Geneva Creek as part of the Preliminary Plan Submittal (Task 7.5). This task also includes the effort to provided structural information to hydraulics, geotechnical, roadway and environmental disciplines during the concept development phase.

The Isett Avenue Bridge is assumed to be a three-span tangent bridge with abutments and piers perpendicular to the centerline of the roadway. The abutments are assumed to be located behind the existing abutments to minimize conflicts and piers are assumed to be located flanking the channel. The bridge is assumed to utilize Iowa DOT standard details for integral abutments and T-type piers. Bridge length will be as determined from the hydraulic analysis and will drive the selection of the superstructure type. However, a profile grade raise is anticipated, therefore, to limit the superstructure depth, a slab bridge is assumed. Aesthetic treatments are assumed to be minimal and will not be shown on the TS&Ls. The development of the TS&L plans will follow the current Iowa DOT preliminary guidelines and checklist as of NTP; however, 3D modeling of the bridge is not included. A preliminary cost estimate based on Iowa DOT guidance on preliminary costs for typical Iowa bridges.

Includes a Quality Control Review (QCR) by a senior technical bridge engineer of the TS&L plans prior to submittal. QCR comments are to be resolved prior to submittal.

Deliverables:

1. PDF TS&L for the Isett Avenue Bridge
2. Preliminary cost estimate.

Key Understandings and Assumptions for Task:

1. It is assumed participation in (5) bridge conference calls and one (1) on site meeting occurring during this phase.
2. It is assumed support of hydraulics, geotechnical, roadway and environmental disciplines will be in the form of review and guidance on bridge assumptions and details within their work, no generation of independent bridge details is assumed.
3. Should bridge design be determined to be other than the Iowa DOT standard slab bridge with integral abutments and T-type piers, additional out-of-scope effort will be needed to perform final bridge design task.

7.7.2 Final Bridge Design Plans

This task refers to the development of the Final Bridge Design Plans for the Isett Avenue Bridge over Geneva Creek in conjunction with the Check Plan Submittal and Final Plan Submittal.

The Isett Avenue Bridge is assumed to be a three-span tangent bridge with abutments and piers perpendicular to the centerline of the roadway. The abutments are assumed to be located behind the

existing abutments to minimize conflicts and piers are assumed to be located flanking the channel. The bridge is assumed to utilize Iowa DOT standard details for integral abutments and T-type piers. Bridge length will be as determined from the hydraulic analysis and will drive the selection of the superstructure type. However, a profile grade raise is anticipated, therefore, to limit the superstructure depth, a slab bridge is assumed. Aesthetic treatments are assumed to be minimal, therefore, additional effort is not included in this scope for the development and inclusion of aesthetics.

The design will be based on the AASHTO LRFD Bridge Design Specifications, 9th Edition and the Iowa DOT Bridge Design Manual. Construction materials and specifications will be based on the 2023 Iowa DOT standard specifications plus applicable general supplemental specifications, developmental specifications, and supplemental specifications. A construction cost estimate based on Iowa DOT bid tabs at the time of Final Plan Submittal.

Includes a Quality Control Review (QCR) by a senior technical bridge engineer of the Final Bridge Design Plans prior to submittal. QCR comments are to be resolved prior to submittal.

Deliverables:

1. PDF Final Design Plans and applicable special provision for the Isett Avenue Bridge
2. PDF Design Calculations for the Isett Avenue Bridge
3. Construction cost estimate

Assumptions:

1. It is assumed an inspection and maintenance owner's manual is not required for these bridges.
2. It is assumed a bridge load rating is not included.
3. It is assumed shop drawing review and construction engineering services is not included in this scope.
4. It is assumed there are no bridge mounted lights or ITS poles.
5. It is assumed all deck drains will be free fall type located near the abutments, if required.
6. It is assumed there will not be any utilities suspended from the bridge.
7. It is assumed all lighting conduit will be located in the bridge rail.
8. It is assumed participation in (15) bridge conference calls occurring during final design

ATTACHMENT B

Specifications

The Consultant will prepare plans and specifications to meet the Federal-aid project criteria. The project limits, including Isett Avenue and Cypress Street are within the sole jurisdiction of the City of Muscatine and in order to meet the Iowa DOT design criteria for a Federal-aid project the following criteria that will be used is listed below:

- Applicable Instructional Memorandums, including I.M. 3.400 Preliminary Plans.
 - Content and Format: Preliminary plans shall be prepared in accordance with [Attachment A](#), Preliminary Plan Guidelines, and [Attachment B](#), Preliminary Plan Checklist.
- Iowa Statewide Urban design and Specifications (SUDAS) [Design Manual](#), Chapter 5, for urban design guidance.
- Bicycle and Pedestrian Facility Projects: Iowa DOT Design Manual Chapter 12A and 12B minimum values
- ADA requirements: 2010 ADA Standards for Accessible Design (ADAAG) with recommended supplement; 2011 Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).
- City of Muscatine Codes and Policies, including applicable.

Deliverables will be Iowa DOT standard deliverables of the following:

- Preliminary Plans
- Check Plans
- NEPA and other applicable environmental documents

The City has requested that deliverables also include digital files with the design to be utilized using the design software AutoCAD Civil 3D.

**ATTACHMENT C (referenced from 3.1)
Cost Plus Fixed Fee**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amount of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has **not** been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ 1,544,326.85	
Fixed Fee (Prime only)	\$ 179,770.25	
Contingency (Prime only)	\$ 0.00	
Total Prime Consultant Costs		\$ 1,724,097.10
Martin Whitacre	\$ 130,000.00	
Terracon Consultants, Inc.	\$ 62,450.85	
Tallgrass Archaeology, LLC (DBE)	\$ 50,293.72	
Flenker Land Architecture Consultants (DBE)	\$ 10,750.00	
Iowa Counts (DBE)	\$ 3,890.00	
MSA	\$ 20,518.33	
Total Subconsultant Costs		\$ 277,902.90
Maximum Amount Payable		\$ 2,002,000.00

*DBE Total = 64,893.72 (3.2%)

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment H. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency amount has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual

costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. Changes due to an overhead adjustment are identified in Section 3.1.1.2. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations Systems, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the **Consultant's** current fiscal year: Salary related expenses are 0.504% of direct salary costs and general overhead costs are 1.0754% of direct salary costs.

Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and the updated overhead rate shall be used to update previous year invoices and subsequent years as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years.

Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the **Consultant** shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year. If these new rates cause the actual costs to be exceeded, the contingency amount will be used.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

3.1.1.4 Payments. Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work

completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0% of the amount due. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**ATTACHMENT C-1
Cost Analysis Worksheet**

Contract [70-5330-632](#), Base Agreement
Project Number: [HDP-5330\(632\)---71-70](#)

I. Direct Labor Cost (Prime Only)

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Principal	34	\$82.03	\$2,789.02
Sr. Engr. / Tech. Advisor	28	\$82.03	\$2,296.84
Project Manager	844	\$68.67	\$57,957.48
Project Engineering Lead	582	\$70.19	\$40,850.58
Strategic Communications - Mgr	149	\$56.82	\$8,466.18
Strategic Communications - Sr.	6	\$61.12	\$366.72
Strategic Communications - Jr.	565	\$31.56	\$17,831.40
Quality Control Manager	123	\$81.17	\$9,983.91
Sr. Roadway Engineer	16	\$76.56	\$1,224.96
Roadway Engineer IV	1071	\$44.65	\$47,820.15
Roadway Engineer III	35	\$62.25	\$2,178.75
Roadway Engineer II	2112	\$42.21	\$89,147.52
Roadway Engineer I	3279	\$34.16	\$112,010.64
Sr. Traffic Engineer/Planner	144	\$72.01	\$10,369.44
Traffic Engineer III	88	\$61.48	\$5,410.24
Traffic Engineer II	262	\$43.09	\$11,289.58
Traffic Engineer/Planner I/GIS	48	\$34.97	\$1,678.56
Structural QA/QC	50	\$90.40	\$4,520.00
Senior Structural Engineer	202	\$71.21	\$14,384.42
Structural Engineer	330	\$46.86	\$15,463.80
Structural Technician	250	\$41.21	\$10,302.50
Sr. Hydrology / Water Resources Engineer	306	\$70.37	\$21,533.22
Hydrology / Water Resources Engineer III	78	\$48.63	\$3,793.14
Hydrology / Water Resources Engineer II	678	\$40.35	\$27,357.30
ITS Senior Designer	81	\$78.25	\$6,338.25
Sr. Geotechnical Engineer	68	\$81.94	\$5,571.92
Geotechnical Engineer	222	\$42.65	\$9,468.30
Sr. Environmental Scientist	28	\$83.46	\$2,336.88
Environmental Scientist IV	50	\$78.11	\$3,905.50
Environmental Scientist III	54	\$72.58	\$3,919.32
Environmental Scientist II	52	\$45.54	\$2,368.08
Environmental Scientist I	4	\$31.42	\$125.68
Sr. Engineering Technician	37	\$44.96	\$1,663.52
Engineering Technician III	28	\$38.00	\$1,064.00
Comm. Planning / Landscape Architect	24	\$87.21	\$2,093.04
Landscape Architect III	138	\$56.74	\$7,830.12
Landscape Architect II	40	\$48.29	\$1,931.60
Landscape Architect I	308	\$31.57	\$9,723.56
Technical Editor	10	\$44.39	\$443.90
Project Accountant	35.5	\$54.95	\$1,950.73
Project Assistant	311	\$31.01	\$9,644.11
Payroll total			<u>\$589,404.86</u>

II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)

I.A.	Indirect Cost Factor: [Insert COH factor] (157.94% X I)	\$	930,906.04
I.B.	FCCM Factor: [Insert FCCM factor] (0.4525% X I)	\$	2,667.06
	Combined Overhead and FCCM total:	\$	<u>933,573.10</u>

III. Direct Project Expenses (Prime Only)

<u>Expense Type</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
General Photocopies	1,600	\$ 0.12	Sheets	\$ 192.00
Prints - 8 1/2 x 11 B&W	2,050	\$ 0.08	Sheets	\$ 164.00
Prints - 8 1/2 x 11 Color	1,350	\$ 0.20	Sheets	\$ 270.00
B&W Plots - 11x17	2,650	\$ 0.12	Sheets	\$ 318.00
Color - 11x17	1,300	\$ 0.54	Sheets	\$ 706.00
Rental Car/Fuel	31	\$ 90.00	Days	\$ 2,820.00
Mileage	10,140	\$ 0.67	Miles	\$ 6,793.80
Meals	6	\$ 59.00	Days	\$ 354.00
Hotel Stay	5	\$ 107.00	Overnights	\$ 535.00
Public Meeting Venues	1	\$ 2,500.00	Lump Sum	\$ 2,500.00
Public Meeting Supplies	2	\$ 1,605.00	Lump Sum	\$ 3,210.00
Fac Supplies/Collateral Mats	1	\$ 500.00	Lump Sum	\$ 500.00
Permit Fee (NPDES)	1	\$ 200.00	Lump Sum	\$ 200.00
Website Hosting	2	\$ 140.00	Unit/12-mo	\$ 280.00
Miscellaneous Expenses	1	\$ 2,506.09	Lump Sum	\$ 2,506.09

Total Direct Project Expenses \$ 21,348.89

IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III) \$ 1,544,326.85
(Rounded)

V. Fixed Fee (Prime Only) (12% X (I + IIA)) \$ 182,437.31
Less FCCM (IIB) -\$ 2,667.06
Fix Fee total: \$ 179,770.25
(Rounded)

VI. Contingency (Prime Only) 5% X (I + II + III) \$ 0.00
(Rounded)

VII. Subconsultant Expenses

Martin-Whitacre	(EAC)	CPFF \$	130,000.00
Terracon Consultants, Inc.	(EAC)	Unit \$	62,450.85
Tallgrass Archaeology, LLC	(EAC)	LS \$	50,293.72
Flenker Land Architecture Consultants	(EAC)	LS \$	10,750.00
MSA	(EAC)	CPFF \$	20,518.33
Iowa Counts	(EAC)	LS \$	3,890.00

Total Subcontractor Costs \$ 277,902.90
(Rounded)

VIII. Cost Plus Fixed Fee Agreement Total (IV + V + VI + VII) \$2,002,000.00
(Maximum Amount Payable) (Rounded)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of [Nebraska](#)

[Douglas](#) County

I [Matthew B. Tondl](#), [Senior Vice President](#) of the

[HDR Engineering, Inc.](#) Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

(Signature)

Subscribed and sworn to this _____ day of _____, _____.
(month) (year)

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, [Matthew B. Tondl](#), am the [Senior Vice President](#) and duly authorized representative of the firm of [HDR Engineering, Inc.](#), whose address is [1917 S. 67th Street, Omaha, NE 68106](#), and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

Signature

Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, _____, am the _____ and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

ATTACHMENT G
Page 1

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars

Overhead

Overhead Adjustments

Direct Expenses

Mileage

Per Diem

CADD

Estimated Actual Costs

[Prime Only] (See Note 1)

Subconsultants (including authorized
contingency)

Name

Name

Name

Estimated Actual Costs

[Total Subconsultant Costs]

Total Estimated Actual Costs

[Prime + Total Subconsultant
Costs]

Fixed Fee (See Note 2)

Authorized Contingency

Total Authorized Amount

Total Billed To Date

Remaining Authorized Balance

Unauthorized Contingency

Prime

Subconsultant Name

Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

ATTACHMENT G
Page 2

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars (2001)

Labor Dollars (2000)

Labor Dollars (1999)

Overhead (2001)

Overhead (2000)

Overhead (1999)

Direct Expenses

Mileage

Per Diem

CADD

Estimated Actual Costs

[Prime Only]

Subconsultants (including authorized
contingency)

Name

Name

Name

Estimated Actual Costs

[Total Subconsultant Costs]

Total Estimated Actual Costs

[Prime + Total Subconsultant
Costs]

Fixed Fee

Authorized Contingency

Total Authorized Amount

Total Billed To Date

Remaining Authorized Balance

Unauthorized Contingency

Prime

Subconsultant Name

Subconsultant Name

Labor Hours (2001)

Labor Hours (2000)

Labor Hours (1999)

ATTACHMENT G
Page 3

Cost Plus Fixed Fee Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

ATTACHMENT H Consultant Fee Proposal

See the following inserted sheets for detailed task list and hours breakdown.

FEE SUMMARY by TASK:

Task No.	Task Description	Labor		Direct Expenses	HDR TOTAL FEE	Subconsultant			PROJECT TOTAL FEE
		Hours	Labor Fee	Direct Expense Fee		Labor Fee	Direct Expenses	Total SUB Fee	
1	CONTRACT MANAGEMENT	1080	\$ 182,840	\$ 7,847	\$ 190,687	\$ -	\$ -	\$ -	\$ 190,687
2	PUBLIC INVOLVEMENT	945	\$ 117,608	\$ 8,943	\$ 126,551	\$ -	\$ -	\$ -	\$ 126,551
3	PRELIMINARY SURVEY / INFORMATION COLLECTION	113	\$ 17,433	\$ 761	\$ 18,195	\$ 169,527	\$ 22,924	\$ 192,451	\$ 210,645
4	GEOTECHNICAL ENGINEERING	318	\$ 46,523	\$ -	\$ 46,523	\$ -	\$ -	\$ -	\$ 46,523
5	TRAFFIC STUDY	356	\$ 50,204	\$ -	\$ 50,204	\$ 3,890	\$ -	\$ 3,890	\$ 54,094
6	PUBLIC REALM CONCEPTUAL DESIGN	458	\$ 63,879	\$ 1,978	\$ 65,857	\$ 10,259	\$ -	\$ 10,259	\$ 76,116
7	DESIGN DEVELOPMENT	9501	\$ 1,224,260	\$ 1,820	\$ 1,226,080	\$ 69,913	\$ 1,390	\$ 71,303	\$ 1,297,383
	BASE SERVICES TOTAL	12771	\$ 1,702,748	\$ 21,349	\$ 1,724,097	\$ 253,589	\$ 24,314	\$ 277,903	\$ 2,002,000

ATTACHMENT I
Page 1 of 37
SUBCONSULTANT SCOPE AND BUDGET

(for all subs)

1) Flenker Land Architecture Consultants, LLC	Pages	5
2) Iowa-Counts	Pages	2
3) Martin & Whitacre, Surveyors & Engineers	Pages	3
4) MSA Professional Services, Inc.	Pages	8
5) Tallgrass Archaeology LLC	Pages	6
6) Terracon Consultants, Inc.	Pages	12

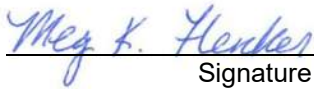
Total Pages 36

ATTACHMENT I
Page 1 of 5
SUBCONSULTANT SCOPE AND BUDGET

Project Number:

State of [Iowa](#)

I hereby certify that I, [Meg K. Flenker](#), am the [manager](#) and duly authorized representative of the firm of [Flenker Land Architecture Consultants, LLC](#), whose address is [29476 240th Avenue, Long Grove, Iowa 52756](#), and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.


Signature

02-19-2024
Date

7.4.2. Wetland Delineation

Flenker Land Architecture Consultants, LLC (FLAC) will visit the Project site to determine if waters of the United States (US), including wetlands, are present within the wetland study area. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season, unless otherwise approved by an Iowa DOT water resources specialist. Delineation methods shall be in accordance with the 1987 USACE Wetland Delineation Manual, and the 2010 USACE Midwest Regional Supplement.

For purpose of scope and fee development, FLAC assumes the wetland delineation study area extends 50 feet beyond anticipated limits of construction (LOCs) or ROW, whichever is farther from the existing roadway centerline. The study area will include known construction access, staging, stockpiling, or waste disposal areas. Refer to Exhibit A showing approximate limits of wetland study area which is approximately 50 acres in size.

FLAC will plot collected data on aerial photographs in GIS. Plotted data will include study area, wetland boundaries, wetland types, ordinary high-water mark, and sample/photo point locations. The delineated data will be provided to HDR who will incorporate it into the project GIS. Collected data will be documented on USACE Water of the U.S. Determination Data Forms. Photo documentation will be taken at all sample locations. Ultimately, a wetland delineation report will be prepared by FLAC that documents the type, size, and location of delineated wetlands and waters of the U.S.

Deliverables for Task 7.4.2:

- 1) Draft and Final Wetland Delineation Report

7.4.3. Threatened and Endangered Species Habitat Review

In conjunction with wetland delineation fieldwork, a preliminary/cursory review of the site to identify potential threatened and endangered (T&E) species habitat within the wetland study area will be conducted. Prior to fieldwork, the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool will be consulted to identify federally listed species that may occur in the study area. The results of the habitat survey will be documented in a Technical Memorandum. The findings will be further documented in the Determination of Effect Form (Form 760005). FLAC will provide HDR with the Technical Memorandum and DOE Form 760005 for their use in coordinating with the Iowa DOT for approval and for incorporation into the Categorical Exclusion. If additional or more detailed T&E surveys are required by the Iowa DOT and/or other regulatory

agencies, then such work will be considered an additional service. No additional services will be performed until a scope of work for the additional service and the associated increase in fee is agreed to by all parties and approved by the Iowa DOT.

Deliverables for Task 7.4.3:

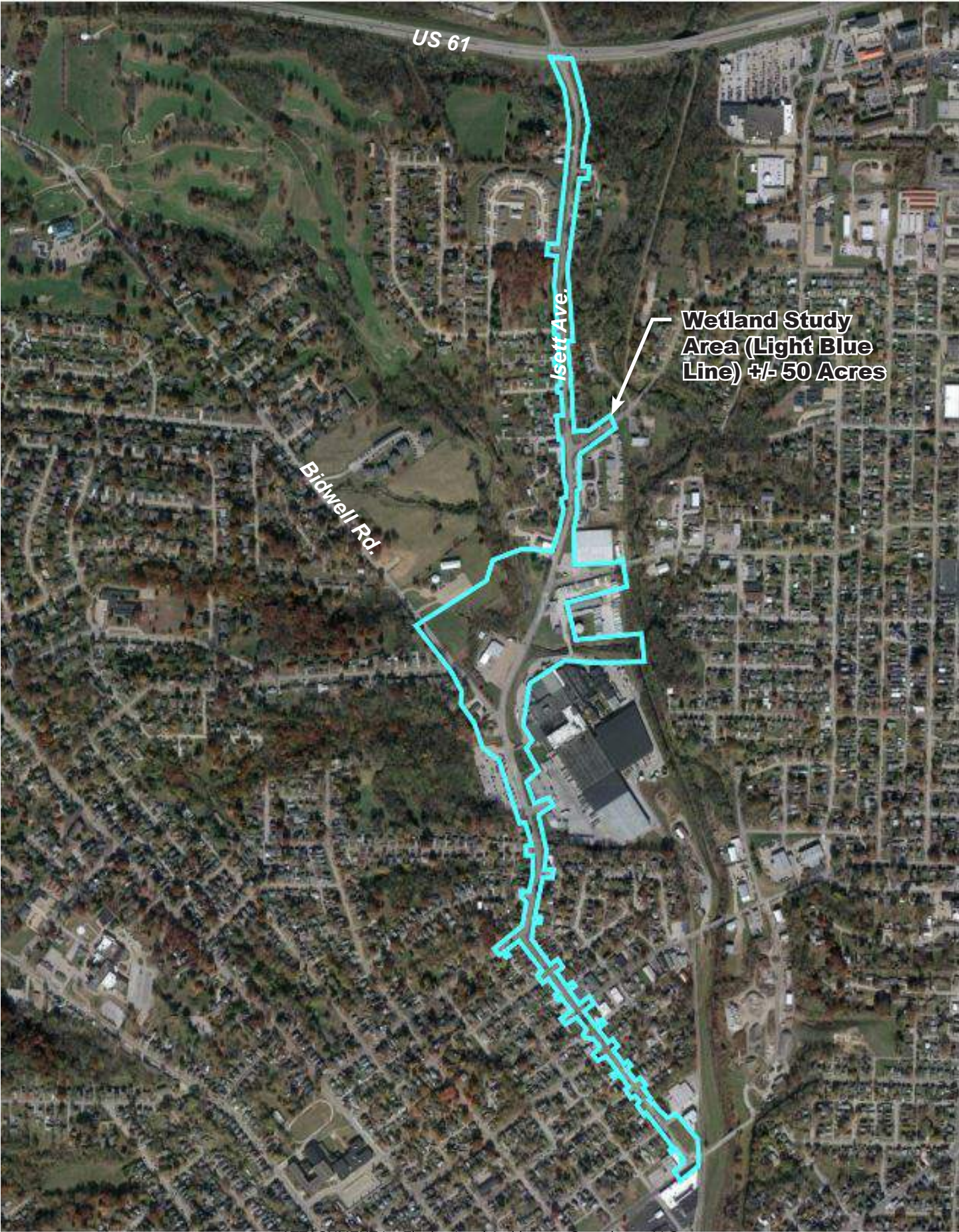
- 1) Draft and Final T&E Species Technical Memorandum
- 2) Iowa DOT Form 760005 Determination of Effect for Threatened and Endangered Species

Attached Exhibits

Exhibit A: Approximate Limits of Wetland Study Area

Exhibit B-1 & B-2: FLAC Work Plan

Exhibit A: Wetland Study Area



Attachment B-1

PROJECT WORK PLAN

FLAC Prop#: 498-24 Isett-Cypress Wetland/T&E (HDR)

Project Name: Isett-Cypress Improvements

Project Location: Muscatine, Iowa

Date Prepared: February 19, 2024 (Version 2.0)

Prepared By: Meg Flenker (FLAC)

TASK DESCRIPTION	Wetland Scientist Project Manager	Technician	TOTAL HOURS
Hourly Rates	\$ 120.00	\$ 75.00	
WORK TASKS / SCOPE OF WORK			
1.0 Project Management			
1.1 Project Management & Coordination	16		
<i>Sub-Total of Anticipated Hours</i>	16	-	16
<i>Estimated Task Total</i>	\$ 1,920.00	\$ -	\$ 1,920.00
2.0 Wetland Delineation (Contract Task 7.4.2) And T & E Habitat Review (Contract Task 7.4.3)			
2.1 Conduct Preliminary Background Review and Prep for Field	2	4	
2.2 Conduct On-Site Field Delineation Activities & Habitat Review	16	16	
Travel (Portal to Portal) 2 HR. RT @ 2 Trips	4	4	
2.3 Wetland Delineation Report Preparation - Draft & Final	6	24	
2.4 T & E Species Technical Memorandum - Draft & Final	2		
2.5 Iowa DOT Form 760005 Determination of Effect for T&E Species	2		
<i>Sub-Total of Anticipated Hours</i>	32	48	80
<i>Estimated Task Total</i>	\$ 3,840.00	\$ 3,600.00	\$ 7,440.00
Total Anticipated Hours	48	48	96
Total Anticipated Labor Costs	\$ 5,760.00	\$ 3,600.00	\$ 9,360.00
Total Anticipated Reimbursable Expenses			\$ 1,315.00
Total Anticipated Labor and Reimbursable Costs	\$ 5,760.00	\$ 3,600.00	\$ 10,675.00
TOTAL LUMP SUM FEE			\$ 10,750.00

Attachment B-2

PROJECT WORK PLAN

FLAC Prop#: 498-24 Isett-Cypress Wetland/T&E (HDR)

Project Name: Isett-Cypress Improvements

Project Location: Muscatine, Iowa

Date Prepared: February 19, 2024 (Version 2.0)

Prepared By: Meg Flenker (FLAC)

Estimate of Anticipated Reimbursable Expenses					
Project Management	Anticipated Quantity	Unit	Unit Cost	Est. Cost	\$ -
Mileage	-	Mile	@ \$0.75/Mile	\$ -	
Oversized Postage	-	Ea.	@ Actual Cost	\$ -	
Oversized Copies / Prints / Plots (Greater than 8.5" x 11")	-	EA	@ \$2.50 / SF	\$ -	
Task 1.0: Wetland Delineation And T & E Species Habitat Review	Anticipated Quantity	Unit	Unit Cost	Est. Cost	\$ 1,315.00
Mileage (105 Mi. RT x 2 Trips)	210	Mile	@ \$1.50 / Mile	\$ 315.00	
Oversized Postage	-	Ea.	@ Actual Cost	\$ -	
Hard Copy of Report (Bound & Colored)	-	Ea.	@ \$ 150.00 / Each	\$ -	
Field Equipment & Supplies	2	Field Day	@ \$500.00 / Field Day	\$ 1,000.00	
Oversized Copies / Prints / Plots (Greater than 8.5" x 11")	-	EA	@ \$2.50 / SF	\$ -	
Total Anticipated Reimbursable Expenses					\$1,315.00

ATTACHMENT I
Page 1 of 2
SUBCONSULTANT SCOPE AND BUDGET

Project Number: 5-23-RAISE-014

State of Iowa

I hereby certify that I, Safiah Elahi, am the Owner and duly authorized representative of the firm of Iowa-Counts, whose address is 625 Shirley St., Cedar Falls, Iowa 50613, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.

Safiah Elahi
Signature

2/21/2024
Date

See Proposal dated, February 21, 2024.



Iowa-Counts Cost Proposal
Prepared for HDR 2/21/2024
Project: Cypress Street, Muscatine, IA

12-hour Turning Movement Counts		
	# of Intersections	total
Intersection	9	\$3,240.00
Mobilization		\$650.00
Total Cost of Project		\$3,890.00

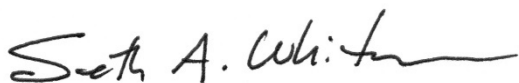
Intersections Breakdown		12-hours
1	Cypress Street & E 5th Street	\$360
2	Cypress Street & E 8th Street	\$360
3	Cypress Street & E 9th Street	\$360
4	Cypress Street & E 10th Street	\$360
5	Isett Avenue / Cypress Street & E 11th	\$360
6	Isett Avenue & Bidwell Road	\$360
7	Isett Avenue & Clay Stree	\$360
8	Isett Avenue & Lake Park Boulevard	\$360
9	Isett Avenue & US Highway 61	\$360

ATTACHMENT I
Page 1 of 3
SUBCONSULTANT SCOPE AND BUDGET

Project Number: **5-23-RAISE-014**

State of **Iowa**

I hereby certify that I, Seth Whitacre, am the President and duly authorized representative of the firm of Martin & Whitacre, whose address is 1508 Bidwell Rd, Muscatine, Ia, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.



Signature

2/27/2024

Date

See Proposal dated, February 27, 2024, from Martin & Whitacre, Surveyors & Engineers, Inc. and their associated Scope and Fee Exhibit.

Martin & Whitacre, Surveyors & Engineers - Survey Costs
Isett Avenue Topographic Survey
February 27, 2024

Direct Labor / Tasks

Project Control	27 hrs	2 Person Crew	\$ 60.00	\$ 1,620.00
Control points and benchmarks for entire project One point every 300'-350' to be used for both topographic work and drone geo-referencing				
Drone Flight Planning and Prep	7 hrs	Sr. Survey Tech	\$ 49.00	\$ 343.00
Drone Flights	7 hrs	2 Person Crew	\$ 60.00	\$ 420.00
Topography / Features	166 hrs	Crew Chief	\$ 40.00	\$ 6,640.00
Topography outside of roadway and areas hidden by tree cover or tall grass, features not visible in drone imagery and areas needing more detail				
Utility Topo / Visible or Marked	109 hrs	Crew Chief	\$ 40.00	\$ 4,360.00
Collect visible or marked utilities not able to be extracted from the drone imagery				
Storm / Sanitary Structure Inventory	109 hrs	2 Person Crew	\$ 60.00	\$ 6,540.00
All structures will be opened, inverts and pipe sizes measured and pictures taken				
Office survey data processing	41 hrs	Crew Chief	\$ 40.00	\$ 1,640.00
Field data processed to points / linework				
Cad / Drafting	329 hrs	Cad/Drafting	\$ 27.50	\$ 9,047.50
Includes notes, labels, linework edits, surface model updates, extraction from drone imagery				
LS Reviews / QA	42 hrs	Land Surveyor	\$ 59.62	\$ 2,504.04
Project Management	42 hrs	Proj. Manager	\$ 59.62	\$ 2,504.04
Clerical	20 hrs	Clerical	\$ 24.50	\$ 490.00
Total Direct				\$ 36,108.58
Overhead / Admin on Direct Labor @			2.0723	\$ 74,827.81
Estimated Actual Costs				\$ 110,936.39
Fixed Fee @			0.12	\$ 13,312.37
Direct Expenses				
Drone Processing			0	\$ 5,751.24
Total Fee				\$ 130,000.00

Martin & Whitacre, Surveyors & Engineers - Survey Costs
Isett Avenue Topographic Survey
February 27, 2024

Direct Labor

Discipline/Title	Hours	Rate	Total
Proj. Manager	42	\$ 59.62	\$ 2,504.04
Land Surveyor	42	\$ 59.62	\$ 2,504.04
Sr. Survey Tech	7	\$ 49.00	\$ 343.00
Crew Chief	316	\$ 40.00	\$ 12,640.00
Rodman		\$ 20.00	\$ -
Cad/Drafting	329	\$ 27.50	\$ 9,047.50
Clerical	20	\$ 24.50	\$ 490.00
2 Person Crew	143	\$ 60.00	\$ 8,580.00

Total Direct \$ 36,108.58

Overhead / Admin on Direct Labor @ 2.0723 \$ 74,827.81

Estimated Actual Costs \$ 110,936.39

Fixed Fee @ 0.12 \$ 13,312.37

Direct Expenses

Drone Processing 0 \$ 5,751.24

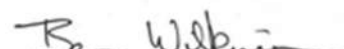
Total Fee \$ 130,000.00

ATTACHMENT I
Page 1 of 8
SUBCONSULTANT SCOPE AND BUDGET

Project Number: **5-23-RAISE-014**

State of **Iowa**

I hereby certify that I, **Ben Wilkinson**, am the **Team Leader** and duly authorized representative of the firm of **MSA Professional Services, Inc.**, whose address is **1702 Pankratz Street, Madison, WI 53704**, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.



Signature

2/19/24

Date

See Proposal dated, February 14, 2024, from MSA Professional Services, Inc. and their associated Scope and Fee Exhibits.



1702 Pankratz Street
Madison, WI 53704

P (608) 242-7779
TF (800) 446-0679
F (608) 242-5664

www.msa-ps.com

February 14, 2024

Morgan Mays, PE
Senior Project Manager
HDR Inc.
4620 E. 53rd Street, Suite 200
Davenport, IA 52807-3627

**Re: City of Muscatine, IA
Issett Avenue and Cypress Street Reconstruction Project**

Thank you for the opportunity to team with HDR on this important project in Muscatine, IA. We have worked together with HDR to develop a scope of services, attached as Exhibit A to this letter.

We will interact with HDR on a proposed schedule and will dedicate the necessary resources to meet that schedule. We propose working on a cost plus fixed fee basis not to exceed **\$20,518.33** in accordance with the attached scope of services. A breakdown of our costs is shown in the attached cost estimating sheets.

We look forward to working with you on this project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink that reads "Ben Wilkinson".

Ben Wilkinson, PE
Team Leader
bwilkinson@msa-ps.com
(608) 216-2057

EXHIBIT A
ISETT AVENUE AND CYPRESS STREET RECONSTRUCTION
CITY OF MUSCATINE, IA

MSA PROFESSIONAL SERVICES
SCOPE OF SERVICES

Roundabout Operational Analysis

- Review and provide comment on roundabout operational analysis prepared by HDR.

Preliminary/Final Horizontal Geometry

- Provide assistance to HDR in preparing preliminary horizontal roundabout geometrics for three intersections, including Isett Ave/E. 11th Street, Isett Ave/Bidwell Road, and Isett Ave/Clay Street. Preliminary designs will be modified as needed based on review comments.
- Optimize final horizontal roundabout geometrics for safety, capacity and cost based on conflicts and/or infringements to right-of-way, utility locations or other competing objectives.
- All roundabout detail sheets will be produced by HDR (others) and reviewed by MSA.

Roundabout Documentation Package (Three Roundabouts)

- Prepare the roundabout design documentation for three intersections. This will include but may not be limited to: geometric design and dimensions of final horizontal geometry, fastest paths, design vehicle movements and sight distance envelopes.

Meetings

- Attendance at the following meetings:
 - Design Coordination – 5 Virtual Meetings

Design Support (Three Roundabouts)

- MSA will provide design review and recommendations on the following items relating to the roundabout intersections to HDR for their final plan preparation:
 - Pavement Marking
 - Vertical Geometrics
 - Jointing Layout (if concrete pavement)
 - Construction Staging

- o Landscaping
- o Lighting

Detailed Information Required

The following is a detailed list of information required:

- Projected design year turning movements for AM and PM weekday and any special peak hours.
- Exact truck information is not available, but assumptions on approximate truck percentages will be provided.
- The design vehicle, e.g. WB-67 or OSOW will be provided by the City of Muscatine or Iowa DOT.
- CAD files of base mapping, right-of-way, major utilities and structures.
- Posted and design speeds of approach roadways.
- A digital aerial photo.

Project Deliverables

Deliverables for the roundabouts and approaches will include:

- Final horizontal geometry design files in CAD format. No plan sheets will be provided.
- QC Review on Roundabout Design Documentation Package
- Plan sheet markups.

Consultant Weighted Direct Labor Rates

MSA Professional Services, Inc.

Isett Avenue and Cypress Street Reconstruction
City of Muscatine, IA

Classification: **ROUNABOUT DESIGN SPECIALIST**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
13383	\$75.00	100%	\$75.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		100%	\$75.00

Classification: **N/A**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0%	\$0.00

Classification: **N/A**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0%	\$0.00

Classification: **N/A**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0%	\$0.00

Classification: **N/A**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0%	\$0.00

Classification: **N/A**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0%	\$0.00

Classification: **N/A**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0%	\$0.00

Classification: **N/A**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0%	\$0.00



Isett Avenue and Cypress Street Reconstruction
City of Muscatine, IA

Summary of Staff Hours and Labor Costs

Classification		ROUNDABOUT DESIGN SPECIALIST			
Hourly Wage		\$75.00		Total Cost	
Task		Hours	Dollars	Hours	Dollars
Roundabout Design Oversight (3 roundabouts)					
	Operational Analysis Review	6	\$450.00	6	\$450.00
	Preliminary/Final Horizontal Geometry	48	\$3,600.00	48	\$3,600.00
	Roundabout Documentation Package Review	6	\$450.00	6	\$450.00
	Design Support	12	\$900.00	12	\$900.00
Subtotal		72	\$5,400.00	72	\$5,400.00
Project Administration					
	Project Administration	4	\$300.00	4	\$300.00
	Design Coordination Meetings (5)	10	\$750.00	10	\$750.00
Subtotal		14	\$1,050.00	14	\$1,050.00
SUBTOTAL:		86	\$6,450.00	86	\$6,450.00

Fee Computation Summary by Engineering Task

MSA Professional Services, Inc.

**Isett Avenue and Cypress Street Reconstruction
City of Muscatine, IA**

PROJECT TOTAL

Task	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Roundabout Design Oversight (3 roundabouts)	\$5,400.00	\$9,937.62	\$1,840.51	\$0.00	\$17,178.13
Project Administration	\$1,050.00	\$1,932.32	\$357.88	\$0.00	\$3,340.20
AUTHORIZED TOTAL:	\$6,450.00	\$11,869.94	\$2,198.39	\$0.00	\$20,518.33

Home Office Indirect Cost Rate (%): 184.0300% **Percent Fixed Fee (%):** 12.00%

Consultant Contract Total Fee Computation

MSA Professional Services, Inc.

Isett Avenue and Cypress Street Reconstruction
City of Muscatine, IA

	Original Contract					Total for Contract/ Work Order
Number of Staff Hours	86					86
Total Direct Labor	\$6,450.00					\$6,450.00
Total Overhead Costs	\$11,869.94					\$11,869.94
Fixed Fee	\$2,198.39					\$2,198.39
Direct Expenses	\$0.00					\$0.00
Subtotal	\$20,518.33					\$20,518.33
Subconsultant	\$0.00					\$0.00
TOTAL COST	\$20,518.33					\$20,518.33

Home Office Indirect Cost Rate (%) 184.0300%

Fixed Fee (%) 12.00%

ATTACHMENT I
Page 1 of 4
SUBCONSULTANT SCOPE AND BUDGET

Project Number: **5-23-RAISE-014**

State of **Iowa**

I hereby certify that I, Cindy Nagel, am the Managing Partner/Project Manager and duly authorized representative of the firm of Tallgrass Archaeology LLC whose address is 2460 S. Riverside Drive, Iowa City, Iowa 52246, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.



Signature

04/15/2024

Date

See Proposal dated, February 19, 2024 [Phase IA] and April 15, 2024 [Phase I], from Tallgrass Archaeology, LLC. and their associated Scope and Fee Exhibits.



COST PROPOSAL and SCOPE OF WORK

Submitted by: Tallgrass Archaeology LLC

2460 S. Riverside Drive, Iowa City, Iowa 52246

Submitted to: HDR

2/19/2024

Project: Phase IA Archaeological and Architectural Reconnaissance Survey for the City of Muscatine Isett Avenue and Cypress Street RAISE Reconstruction project.

Tallgrass Archaeology LLC can complete this project for the total lump sum price of **\$26,592.54**. The total shall not exceed the scope of work described below.

Phase IA Archaeological Investigation and Report:	\$ 6,833.40
<u>Architectural Reconnaissance Survey and Report:</u>	<u>\$19,759.14</u>
Total:	\$26,592.54

Scope of Work:

Phase IA Archaeological Investigation: Tallgrass Archaeology LLC proposes to complete a Phase IA Archaeological and Architectural Reconnaissance Survey in preparation for the reconstruction of Isett Avenue and Cypress Street within Muscatine, Iowa. The project area, situated in central and northern Muscatine and extends for roughly 1.7 miles through an urban setting (see attached map). The project corridor, as is currently designed, totals roughly **50 acres (20.2 Hectares)**.

The Phase IA Archaeological Reconnaissance Survey, which according to the state guidelines as revised in October 2023 by the Association of Iowa Archaeologists (AIA), results in the characterization of a region's archaeological sites and involves extensive background research with limited field investigation. The survey often focuses on soil and preservation conditions rather than systematic archaeological site discovery and may include a brief field visit to document observable conditions which may affect the preservation condition of a project area. Reconnaissance surveys are very general in scope and do not normally make determinations of significance or NRHP eligibility. Such surveys can indicate that all or a portion of a project area lacks the potential to contain intact archaeological deposits, and therefore no further archaeological work is warranted in those areas. However, in most instances, this type of survey may not provide sufficient information with which to support an agency's determination of effect in fulfillment of mandated compliance. In those instances, further work in the form of a Phase I Intensive Archaeological Investigation to achieve that compliance would be recommended (AIA 2023).

Architectural Reconnaissance Survey: Tallgrass Archaeology LLC proposes a reconnaissance-level historical/architectural survey of the proposed project area. Each built-resource within or immediately adjacent to the proposed project area will be given cursory historical and real estate research and a brief assessment of its architectural characteristics. Each resource will be given a preliminary recommendation of Preliminarily Eligible for the National Register of Historic Places, Preliminarily Not Eligible for the National Register of Historic Places, or More Research Needed. The survey area will also be assessed for general feelings and potential historic districts when appropriate. Further recommendations may be made for intensive-level research of specific areas or individual resources, depending on the findings of the survey and the level of work to be planned in those areas. The State Historic Preservation Office or other agency may require additional work as well, depending on these findings. *The work done at the reconnaissance level is not designed to offer comprehensive evaluations but to offer impressions of what is there and identify patterns for what future study may be needed.*

The findings of this survey will be presented in a stand-alone report that will also identify appropriate historic contexts, detail all previous survey work and inventory forms for resources in the area, and describe all relevant recommendations. All fieldwork, research, and report composition will adhere to the standards of the Secretary of Interior and the guidelines of the State Historic Preservation Office of Iowa. Tallgrass Archaeology LLC has two Secretary of Interior-qualified historians/architectural historians who will oversee all aspects of this work.

Cost Assumptions and Requirements:

1. The size of the finalized project area will not exceed the 50 acres (20.2 hectares) pictured on the attached project plan map. If additional survey area is needed, Tallgrass reserved the right to adjust its scope of work and cost estimate as necessary.
2. Access to private property will be arranged by HDR prior to fieldwork.

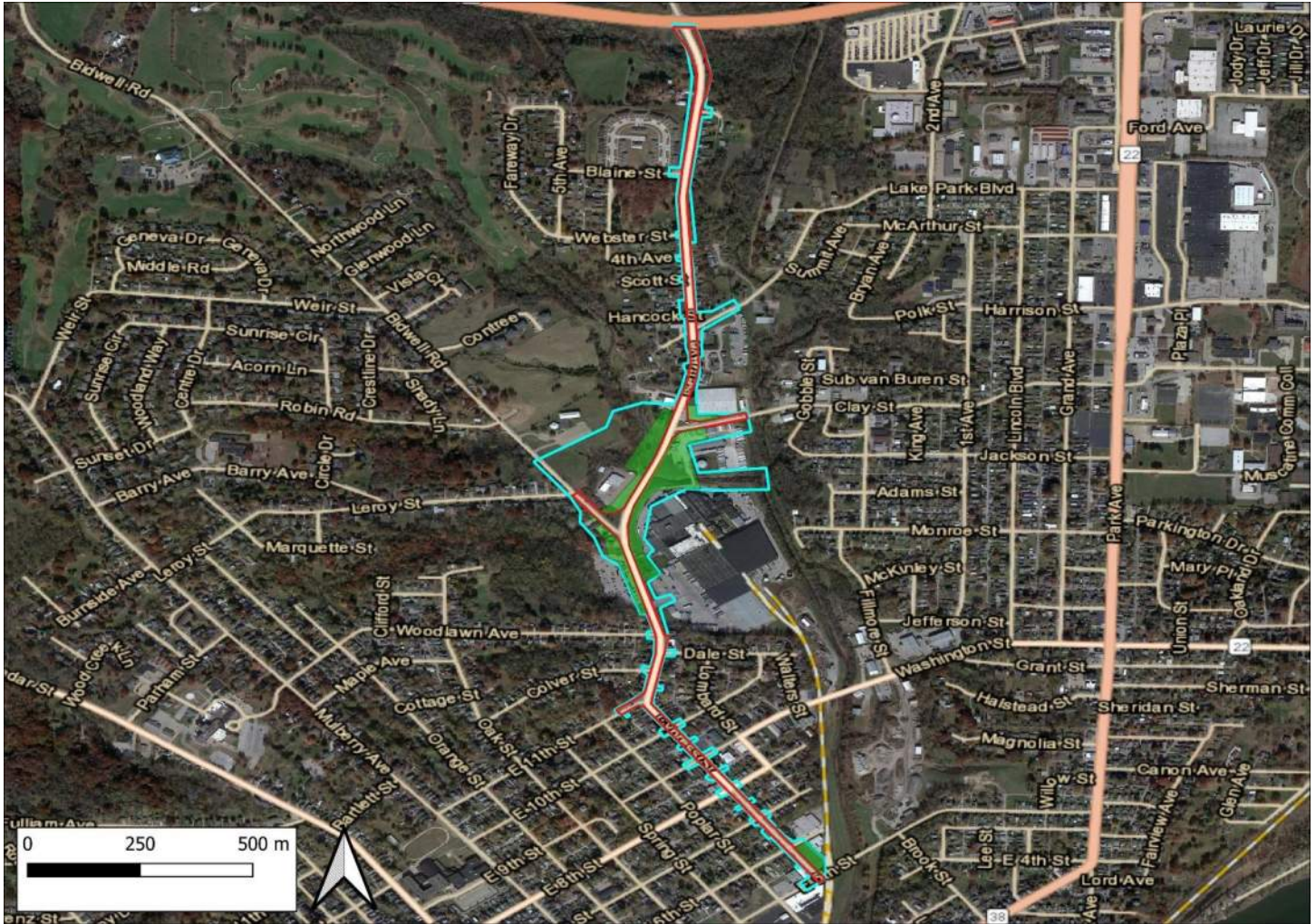
Additional Services

Any professional service not included or mentioned in this agreement are considered additional services. Additional services, if approved or requested by the HDR will be performed at the hourly rate utilized by this budget, available upon request.

Billing:

HDR will compensate Tallgrass Archaeology LLC for the Phase IA Archaeological Investigation and Report cost within 30 days of the completion of the Phase IA report. HDR will compensate Tallgrass Archaeology LLC for the Architectural Reconnaissance Survey and Report cost within 30 days of the completion of the Phase IA report.

Project Plan Map (Blue Outline)





COST PROPOSAL and SCOPE OF WORK

Submitted by: Tallgrass Archaeology LLC

2460 S. Riverside Drive, Iowa City, Iowa 52246

Submitted to: Morgan Mays, HDR

4/12/24

Project: Phase I Archaeological Survey of the Muscatine Isett-Cypress RAISE Project

Tallgrass Archaeology LLC can complete this project for the total lump sum price of **\$23,701.18**. The total shall not exceed this cost within the scope of work described below.

Scope of Work:

Phase I Archaeological Investigation: Tallgrass Archaeology LLC proposes to complete a Phase I intensive archaeological investigation for the Muscatine Isett-Cypress RAISE project area located in the City of Muscatine, Iowa. The project area consists of a roughly linear corridor centered on Isett Avenue in the north and Cypress Street in the south. This project area extends off onto several side streets and green spaces, particular in the center of the project area near where Isett Avenue meets Bidwell Road and Clay Street. The project area encompasses approximately 26 acres (10.5 hectares). Modern aerial photographs show the majority of this project area to be heavily developed urban land. Historic aerial photographs show that much of the project area was developed prior to the 1930s, suggesting that there is a relatively high likelihood of encountering historic period archaeological deposits in the project area.

Given that the majority of the project area is expected to have low ground surface visibility, the Phase I survey for this project will consist of the systematic subsurface testing at 15-meter intervals to examine the archaeological potential across most of the project area (see attached plan map). If any archaeological sites are encountered, then subsurface testing will be conducted at 10-meter or less intervals at that location, as per the guidelines for Phase I testing of sites as approved by the Association of Iowa Archaeologists (AIA) in October 2022. Any archaeological sites discovered will be evaluated for potential eligibility under the integrity considerations and significance criteria of the National Register of Historic Places. The results of the Phase I investigation will be summarized in a report that adheres to the AIA guidelines for Phase I investigations.

Cost Assumptions and Requirements:

1. The size of the finalized project area will not exceed the 26 acres (10.5 hectares) pictured on the attached project plan map. If additional survey area is needed, Tallgrass reserved the right to adjust its scope of work and cost estimate as necessary.
2. Access to private property will be arranged by HDR prior to fieldwork.

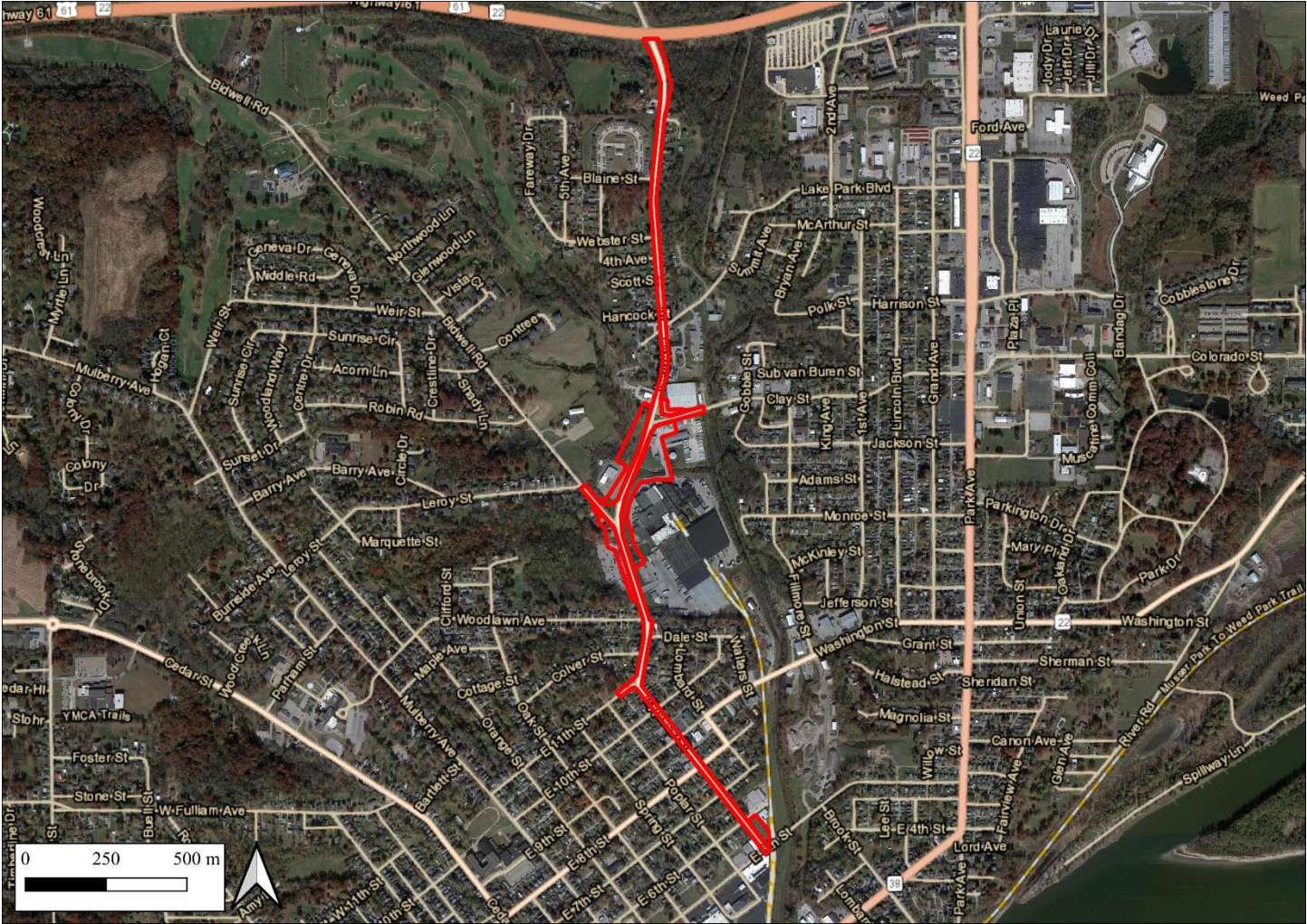
Additional Services

Any professional service not included or mentioned in this agreement are considered additional services. Additional services, if approved or requested by HDR will be performed at the hourly rate utilized by this budget, available upon request.

Billing:

HDR will compensate Tallgrass Archaeology LLC for the total lump sum price within 30 days of the completion of the Phase I report.

Project Plan Map (project area in red)



ATTACHMENT I
Page 1 of 12
SUBCONSULTANT SCOPE AND BUDGET

Project Number: [DK245003](#)

State of [Iowa](#)

I hereby certify that I, [Sara J. Somsy](#), am the [principal](#) and duly authorized representative of the firm of [Terracon Consultants, Inc.](#), whose address is [870 40th Avenue, Bettendorf, Iowa](#), and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.



Signature

06/12/2024

Date



870 40th Avenue
Bettendorf, Iowa
P (563) 355-0702
Terracon.com

June 11, 2024

HDR Engineering, Inc.
4620 E 53rd Street, Suite 200
Davenport, Iowa

Attn: Mr. Morgan Mays
P: (319) 400-2718
E: Morgan.Mays@hdrinc.com

RE: Proposal for Subsurface Exploratory and Laboratory Testing Services
Isett-Cyprus Roadway Improvements
Isett Avenue and Cypress Street
Muscatine, Iowa
Terracon Proposal No. PDK245003R2

Dear Mr. Mays:

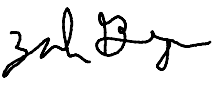
We appreciate the opportunity to submit this proposal to HDR Engineering, Inc. (HDR) to provide geotechnical data services for the above referenced project. The following are exhibits to the attached Master Services Agreement Task Order.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

Our estimated fee to perform the Scope of Services described in this proposal is \$62,450.85, including subcontracted traffic control. **Exhibit C** includes details regarding our fees and a general breakdown of our anticipated schedule.

We anticipate HDR will provide Terracon with a subconsultant agreement for our review and comment. The agreement terms and conditions for this project are expected to be essentially the same as previous contracts between HDR and Terracon on project for the Iowa DOT and will incorporate the Prime Agreement with the Iowa DOT and this proposal.

Sincerely,
Terracon

For: 
Joel D. Schluensen, P.E.
Project Engineer


Sara J. Somsky, P.E.
Geotechnical Department Manager

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by HDR and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request HDR and/or the design team verify all information provided in the following tables prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	- Proposed Scope of Work for Fee Estimate Drilling Laboratory Testing Program, Dated February 12, 2024 - Site Study Area KMZ
Project Description	Improvements/reconstruction to Isett Avenue are planned, starting south of Highway 61, then extending along Cypress Street to the intersection with E 5 th Street in Muscatine, Iowa. Geotechnical Engineering analysis and recommendations were not requested and are not included in our scope of services.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along Isett Avenue and Cypress Street between Highway 61 and E 5th Street in Muscatine, Iowa. North End: 41.4516° N 91.0421° W South End: 41.4291° N 91.0385° W (approximate, see Exhibit D)
Existing Improvements	City streets, adjacent buildings and parking areas, and associated utilities
Current Ground Cover	Portland cement concrete, asphalt, bare earth grass/vegetation
Existing Topography	A topographic site plan was not provided. Based on Google Earth, the site gradually slopes downward from north to south with the ground surface elevations ranging from about 550 to 620 feet.



Item	Description
Site Access	We understand the boring locations will be provided by HDR prior to our mobilization. We expect the site and all boring locations will be accessible with our ATV-mounted drilling equipment and support truck. Our scope of services includes submittal of a site-specific health and safety plan and Quality Management Plan prior to accessing the site. Our scope of services is based on any necessary permitting required by the City of Muscatine, being obtained by HDR and provided to us prior to our mobilization.



Exhibit B - Scope of Services

Our proposed Scope of Services consists of a field exploration, laboratory testing, and project delivery. These services are described in the following sections.

Field Exploration

HDR requested the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
25	10	Roadway Areas (Spaced at intervals of 400 feet)
9	Auger Refusal (est. 50 feet)	Roadway Approach Embankments (Spaced at intervals of 200 feet)
2	Auger Refusal (est. 60 feet)	Bridge Abutments
2	20	Contingency / TBD

1. Although not anticipated based on the geology in the vicinity of the project site for most of the borings, the borings will be terminated at shallower depths if refusal is encountered. Auger refusal will be confirmed with split-spoon sampler refusal (more than 50 blows/6 inches of sample penetration). Rock coring was not requested and is not included in our scope of services.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: The boring locations will be provided by HDR and we will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. Approximate ground surface elevations will be interpreted from a site topographical plan provided by HDR.

Subsurface Exploration Procedures: We will advance the borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary) and/or rotary wash boring techniques. Samples will be obtained at an interval of approximately 2½ feet in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers will be driven in accordance with the standard penetration test (SPT). Tube samples with less than 6 inches of recovery will be immediately followed by a split-spoon sample. Bulk samples will be obtained in borings, as directed by HDR. The samples will be placed in appropriate containers, taken

to our laboratory for testing, and classified by an engineer or geologist. In addition, we will observe and record groundwater levels during drilling and sampling. If rotary wash drilling methods are used to advance the boreholes, the drilling fluid will obscure the actual groundwater levels, so water levels will not be recorded in boreholes after the initiation of rotary wash drilling methods. Where safe to do so, borings will be left open until the day after drilling to facilitate groundwater level readings the next day after drilling.

Our exploration team will prepare field logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples.

Soil samples obtained during our field exploration will be retained for approximately 60 days after submittal of our geotechnical data report in the event that additional testing is requested. Bulk samples will be retained for approximately 15 days after completion of our geotechnical data report.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings and/or bentonite chips upon completion and borings performed in pavements will be capped with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of each borehole. Because backfill material often settles below the surface after a period of time, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we will consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee. Please refer to **Exhibit A** for additional considerations regarding site access.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will contact Iowa "One Call" to locate utilities in public easements. This service requires 2 days to clear utilities from the time the request is made. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Traffic Control: For the fieldwork outlined this proposal we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling activities. The estimated fee in this proposal considers that one traffic lane can be closed temporarily within about one hundred feet of our drill rig during our drilling activities. Terracon will invoice these services at cost plus 20%. Alternatively, others could provide all required traffic control as a cost savings measure.

Laboratory Testing

The field data will be provided to HDR to assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight (on thin-wall cohesive soils only)
- Unconfined compressive strength (on thin-wall cohesive soils only)
- Atterberg limits
- Grain size analysis with hydrometer
- One dimensional consolidation
- Triaxial compression – Unconsolidated-Undrained
- Moisture-density relationship (Standard Proctor)
- California Bearing Ratio (CBR)

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical data report will be prepared under the supervision of a licensed professional engineer. The geotechnical data report will provide the following:

- Boring logs with field and laboratory data
- Results of selected laboratory testing on separate graphs
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions

Your project will be delivered using **Compass**. Upon initiation, we provide you and your design team the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss

key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results

When our services are complete, we will upload a printable version of our completed geotechnical data report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, we have estimated the applicable unites and fees:

I. ESTIMATED DIRECT LABOR + OVERHEAD						
	Classification	Hours	Hourly Rate	Direct Labor cost	Overhead Rate(%)	Labor + Overhead
	Technician II Average	200			200.86%	
	Technician V Average	85			200.86%	
	Driller Average	70			200.86%	
	Driller Helper Average	70			200.86%	
	Field Supervisor - 216149	4			200.86%	
	Project Engineer - 203959	35			200.86%	
	Principal Engineer - 007009	10			200.86%	
	Administrative Average	2			200.86%	
	Totals:	479.00		13,437.03		40,426.65
II. PAYROLL BURDEN AND OVERHEAD COSTS						
	OVERHEAD	200.86%		26,989.62		
	FCCM (%)	1.53%		205.59		
III. ESTIMATED DIRECT EXPENSES						
	Expense Type	Quantity	Rate	Unit		Amount
	Drill Rig	70	91.5	hours		6,405.00
	Mileage	400	0.670	miles		268.00
	Consumable & Misc. Supplies	1	1200.00	at cost		1,200.00
	Traffic Control	1.2	7750	at cost		9,300.00
	Total:					17,173.00
IV. ESTIMATED ACTUAL COSTS (I+II+III)						
						\$ 57,805.24
V. FIXED FEE (Percentage of % OF (I+II))						
			12.00%			\$ 4,851.20
						\$ (205.59)
					Fixed Fee Less FCCM	\$ 4,645.61
VI. MISCELLANEOUS						
	Type	Description				Amount
		Total:				0.00
						\$ -
VII. SUBCONSULTANT AUTHORIZED AMOUNT						
						\$ 62,450.85
VIII. CONTINGENCY						
	Contingency(%)	0.00%				\$ -
IX. AGREEMENT TOTAL (Maximum Amount Payable)						
						\$ 62,450.85

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If



such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

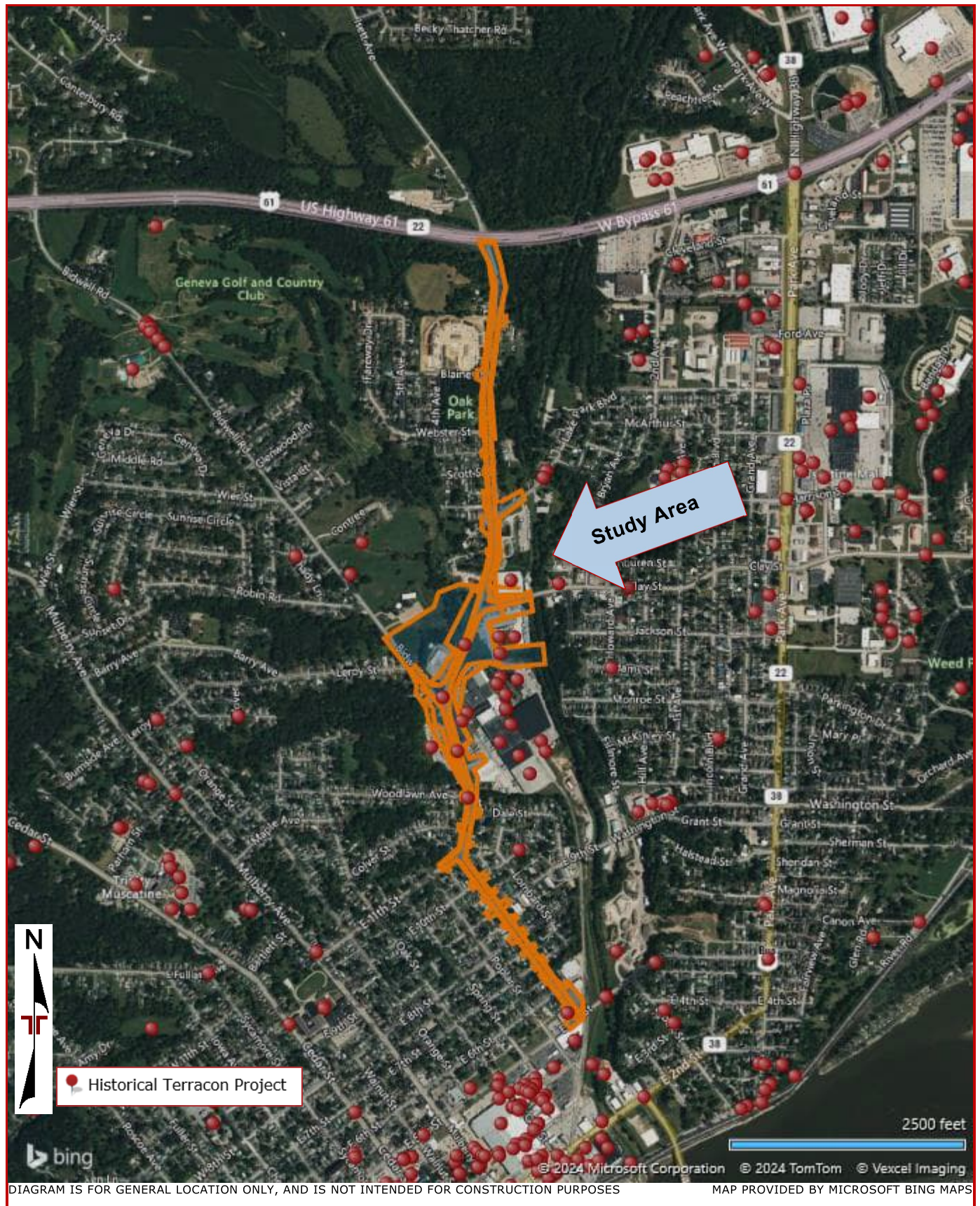
Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Kickoff Call with Client	At least 2 days prior to commencing field program
Field Program	Drill date will be coordinated with HDR Up to 5 days of fieldwork anticipated
Site Characterization	20 to 25 days ² after receipt of laboratory assignment

- 1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
- 2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.
- 3. Preliminary results from our field and laboratory testing programs can be provided in advance of our geotechnical data report, upon request.

Exhibit D – Site Location





City of Muscatine

ITEM NUMBER 2024-0264

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Enter into a Contract with Bolton & Menk, for an Amount Not to Exceed \$31,000 for the Purpose of a Railroad Quiet Zone Feasibility Study from "Carver Corner" to Dick Drake Way.

EXECUTIVE SUMMARY

Request to Enter into a Contract with Bolton & Menk, for an Amount Not to Exceed \$31,000 for the Purpose of a Railroad Quiet Zone Feasibility Study from "Carver Corner" to Dick Drake Way.

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

Staff have been requested to investigate what would be necessary to implement a railroad quiet zone in the south end of Muscatine. Currently there are five public rail crossings and one private crossing from roughly Canal Street to Dick Drake Way. Staff requested proposals from Bolton & Menk and HDR for a quiet zone feasibility study to help determine if pursuing a quiet zone in this area is economically feasible, practically constructable, and overall beneficial to the community.

This study is only one step in the process of implementing a quiet zone, but it is necessary to determine the projected costs and other considerations necessary to proceed down the path of implementation. Both firms submitted acceptable proposals and staff have experience dealing with representatives from each company. It is the opinion of staff that the proposal from Bolton & Menk meets the requirements of the city at this time and is the most cost-effective option.

CITY FINANCIAL IMPACT

Funds for this study are available from the Railroad Consolidation Settlement.

ATTACHMENTS

1. Bolton & Menk- Quiet Zone Feasibility Study proposal
2. HDR Muscatine - QZ Feasibility Study Proposal 2024-06-21



Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

May 21, 2024

Brian Stineman
Public Works Director
City of Muscatine
215 Sycamore St
Muscatine, IA 52761

RE: Muscatine Quiet Zone Feasibility Study

Dear Brian:

Bolton & Menk, Inc. is pleased to present a proposal to provide engineering services for the proposed quiet zone feasibility study.

The feasibility study includes railroad crossing at 5 locations including Oregon, Day, Musser, Sampson & Dick Drake.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments please contact me at 515-233-6100 Ext. 2944 or email at greg.broussard@bolton-menk.com

Sincerely,
BOLTON & MENK, INC.

Greg Broussard, P.E.
Principal engineer

Attachments: Agreement for Professional Services (8 pages)
Scope of Services Budget (2 pages)

AGREEMENT FOR PROFESSIONAL SERVICES

QUIET ZONE FEASIBILITY STUDY

CITY OF MUSCATINE and BOLTON & MENK, INC.

This Agreement, made this _____ day of May, 2024, by and between City of Muscatine, 215 Sycamore S, Muscatine, IA 52761, ("CLIENT"), and BOLTON & MENK, INC., 1519 Baltimore Drive, Ames, IA 50010, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Quiet Zone Feasibility Study from Carver Corner south to Dick Drake Way including 5 mainline crossing at Oregon, Day, Musser, Sampson and Dick Drake ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT a Lump Sum (Fee) of \$ 31,000.00 for performance of the Services. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in addition to the Lump Sum Fee on an hourly basis at the rates described on the Schedule of Fees attached hereto as Schedule 1.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven

days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

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

B. **CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project only to the extent caused by the acts, negligence, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants occurring during the scope of CONSULTANT's work on the Project, and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's comprehensive general liability and professional errors and omissions insurance policies.
2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

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

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

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

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information

for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

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

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to**

race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

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

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

R. CONTROLLING Law. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

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

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

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.

Greg Broussard

Principal Engineer

Gregory Broussard

EXHIBIT A
CONSULTANT'S SERVICES
QUIET ZONE FEASIBILITY STUDY
CITY OF MUSCATINE

May 21, 2024

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide Civil Engineering services required for the quiet zone feasibility study along the CPKC mainline tracks from Oregon to Dick Drake Way including 5 crossings.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Scope of services

The following pages include a description of the tasks necessary to complete your project.

TASK 1 – FEASIBILITY STUDY:

Subtask 1.1: Crossing Reviews

Description: Bolton & Menk will review each of the five crossings within the proposed quiet zone. This review will compare the current conditions of the crossings to the condition at the time of the initial report. The crossing review will include the following

- On-site crossing review with City Staff
- City or County base map aerial photography with property line overlays:
 - These maps will be used to investigate alternatives, verify land use, identify driveway locations, verify adjacent parking use and determine clear zone requirements
- Visual inspection of crossing materials and conditions.
- Measurement of roadway and lane widths
- Measurements of existing critical distances for certain crossing elements needed to complete the crossing evaluations.
- FRA Data Reviews including evaluating crossing inventories and accident reports.
- Traffic Data review for each crossing based on IDOT traffic volumes.

Subtask 1.2: Alternatives Investigation

Description: Bolton & Menk will develop an alternatives analysis for each crossing. The analysis will include the following items.

- BMI will investigate combinations of options that would allow the Quiet Zone to be implemented, while minimizing, as much as practical, the impact on adjacent landowners, business and other users of this roadway network.
- Alternatives to be considered could include:
 - No improvements at specific crossings.
 - Supplemental Safety Measures (SSM's); which are improvements proven to improve crossing safety and pre-approved by FRA. These types of SSM's include raised medians along the roadway, 4-quadrant gates, or closure of a specific crossing.

- Alternate Safety Measure (ASM's); which are improvements not on a pre-approved FRA list but may be approved by FRA after a formal submittal and review. A sample ASM would be a hybrid improvement such as a 4-quadrant type gate on one side of the crossing with a raised median installed on the opposite side of the crossing.
- Preliminary cost estimates will be developed for each alternate for each crossing.
- BMI will also inventory pedestrian crossings within the corridor. This inventory will verify the need for the pedestrian crossing, verify adjacent sidewalks and pedestrian use patterns, and recommend necessary modifications of pedestrian crossings.

Subtask 1.3: Feasibility Report

Description: Bolton & Menk will complete a feasibility study based on the finding and alternative recommendations. It will include the following items.

- Summary of the work completed and potential option's for safety improvements needed to implement the Quiet Zone improvements.
- Preliminary concept layouts for the improvements will be provided along with an Opinion of Probable Costs.
- Proposed schedule/next steps for the project if the City decides to move forward.

Items provided by the Client

- Access to the Site
- Previous prepared reports if applicable

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Task 1. shall not be considered part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

- Diagnostic Review
- Quiet zone project Design
- Railroad/FRA/IDOT Coordination
- All other services not specifically identified in the Proposal

FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

Scope of Services	
Total Lump Sum Fee	\$31,000



June 21, 2024

Brian Stineman
Public Works Director
City of Muscatine, IA
215 Sycamore St.
Muscatine, IA 52761

RE: City of Muscatine Railroad Quiet Zone Feasibility Study

Dear Mr. Stineman:

The City of Muscatine is seeking consultant assistance preparing quiet zone feasibility study for several crossings on the Canadian Pacific Kansas City (CPKC) railroad within the city. The CPKC has a main line corridor within the city generally running northeast to southwest referred to as the Ottumwa Subdivision. The study limits are from Canal Street to Dick Drake Highway. With our extensive background in quiet zone feasibility studies, rail evaluation, and rail design, our team is poised to provide the city with the full suite of services necessary to develop a successful study.

HDR is a national leader in rail planning and analysis with core strengths in quiet zone evaluation, rail crossing safety studies, and rail and highway design. We have completed over 50 quiet zone studies for cities and counties throughout the country and have long-established relationships with the key stakeholders involved in the quiet zone implementation process including CPKC, the Iowa Department of Transportation (DOT), and the Federal Railroad Administration (FRA). The city can rely on the HDR team to develop quiet zone implementation scenarios that meet FRA requirements, include accurate cost estimates, and that are designed to meet local needs and conditions.

We are pleased to submit this proposal for the Muscatine Railroad Quiet Zone Feasibility Study. We are excited about working with the city on this project designed to improve the quality of life for local businesses and residents while also improving grade crossing safety. If you have any questions during the selection process, please contact Chris at 763-278-5936 or via email at chris.ryan@hdrinc.com. We look forward to hearing from you!

Sincerely,
HDR Engineering, Inc.

Chris Ryan, PE (MN)
Project Manager

Morgan Mays, PE (IA, IL)
Associate

Project Understanding

We understand that the City of Muscatine is studying the potential for the implementation of a quiet zone at multiple highway-rail grade crossings along the CPKC Ottumwa Subdivision main line between Canal Street and Dick Drake Highway. This rail segment includes six rail crossings as summarized in Table 1 below. All of the crossings included in this corridor are designated as public crossing. However, the northernmost crossing at Canal Street appears to function more as a private crossing. The proper designation of this crossing will be investigated as part of the feasibility as this designation will have ramifications for necessary crossing warning device upgrades. Aside from Canal Street, all of the other crossings are equipped with the minimum quiet zone requirements of gates, flashing lights, and constant warning time (CWT) detection.

TABLE 1: Existing Grade Crossing Warning Devices

CROSSING ID	STREET	MILEPOST	TYPE	GATES	LIGHTS	CWT
Ottumwa Subdivision						
607208U	Canal Street	220.25	Public*	No	No	No
607211C	Oregon Street	220.65	Public	Yes	Yes	Yes
607212J	Day Street	220.83	Public	Yes	Yes	Yes
607213R	Musser Street	220.97	Public	Yes	Yes	Yes
607215E	Sampson Road	221.47	Public	Yes	Yes	Yes
393258B	Dick Drake Highway	222.35	Public	Yes	Yes	Yes

* Crossing appears to function as a private crossing. Potential for redesignation will need to be investigated.

A summary of various crossing types and how they relate to quiet zone implementation is summarized as follows:

- **Public grade crossings:** Public grade crossings in a quiet zone must be equipped with gates, flashing lights, constant warning time (CWT) detectors, and power out indicators. Additional safety improvements such as non-traversable medians or four-quadrant gates may be considered at each crossing.
- **Private grade crossings:** Private crossings within the quiet zone should be included and evaluated as part of a field diagnostic meeting, but do not require the gates, flashing lights, and CWT detectors that are required for public crossings. Additional safety improvements may be recommended by the diagnostic team but are not required by the FRA Train Horn Rule.
- **Pedestrian grade crossings:** Like private crossings, pedestrian crossings within the quiet zone should also be included and evaluated during a diagnostic meeting, but also do not require the gates, flashing lights, and CWT detection required for public crossings.
- **Grade separated crossings:** Horn sounding requirements do not apply to gradeseparated crossings although they must be referenced in quiet zones.

Scope of Work

HDR (“Consultant”) proposes to complete the study using the tasks described in the following scope of work. Quiet zone requirements as well as the review and implementation process are outlined in the FRA’s Train Horn Rule. Our approach will follow the guidelines and requirements of this document.

Note that this study will be conducted as a preliminary feasibility study. The purpose of the study is to review existing conditions and provide our professional opinions and recommendations for the next steps the City will need to undertake to proceed with quiet zone implementation. It will also include an estimated cost for the improvements necessary to achieve quiet zone implementation under a variety of scenarios. Prior to implementation, the City will need to engage with CPKC, the FRA, Iowa DOT, and other stakeholders to hold a formal diagnostic meeting and will need to follow other coordination and documentation steps. These steps will be outlined in an implementation plan prepared as part of this study.

Task 1 | Initiate Study

1. **Online Kick-off Meeting:** Consultant will hold a kickoff meeting with the city and other interested stakeholders to discuss the overall study process, key deliverables, and study timeline. Consultant will prepare an MS PowerPoint summary including a base map of the proposed crossing locations, a summary of the relevant FRA grade crossing inventory information, and a summary of the FRA accident/incident reports for the past five years (accidents within this time frame are included in the FRA’s quiet zone risk calculations).
2. **Project Management Plan (PMP):** Consultant will develop a PMP to summarize the scope of work, key deliverable due dates, public engagement timelines, and review/revision periods.
3. **Project Management Team (PMT):** Consultant will work with the city to establish a PMT consisting of stakeholders from the City of Muscatine and other agencies. The PMT will guide the overall development of the study. Monthly PMT check-in meetings will be held via teleconference to provide updates on study progress and to receive comments on draft materials.

Task 2 | Preliminary Data Collection

1. **Data Collection:** Consultant will collect FRA grade crossing inventory forms and accident/incident reports for each grade crossing in the study corridor. Consultant will confirm inventory traffic counts with city and collect updated traffic counts from the city if available. Per the FRA requirements, traffic counts must be within one to three years for the FRA risk calculations. This proposal does not include conducting traffic counts at each of the crossings although this can be added as an option task. Grade crossing information will be summarized to highlight which crossings will need to be upgraded to meet the minimum requirements for quiet zone implementation.
2. **Map/Layout Development:** Consultant will prepare base map showing crossing locations and type. Prepare individual crossing aerials to highlight layout and characteristics of each crossing.
3. **Initial Risk Calculations:** Consultant will conduct preliminary risk calculation using FRA’s online risk calculator. The inputs for each crossing will be updated based on the collected data. This calculation of the current risk levels will highlight the relative risk from crossing to crossing. Safety improvements at higher exposure crossings will be more effective than improvements at lower exposure crossings.
4. **Field Review:** Consultant will conduct on-site field review of the crossings to collect up-to-date and accurate information and to take photographs of existing conditions. Note that this field review will be conducted for internal data collected purposes and will not constitute a field diagnostic meeting as defined in the FRA Train Horn Rule.

Task 3 | Concept Development and Evaluation

Improvement Scenario Development: Consultant will develop up to three quiet zone implementation scenarios based on the use of supplementary safety measures (SSMs) and alternative safety measures (ASMs) as defined by the train horn rule. These scenarios will include recommendations ranging from warning device upgrades to roadway infrastructure improvements. Consultant will work with the city to develop a range of scenarios with specific focuses including: 1) providing the greatest reduction in risk level, 2) identifying the lowest cost option that allows for implementation, and 3) identifying the scenario with the smallest impact to access to properties adjacent to the crossings. For this task, consultant will use a custom spreadsheet tool to mix and match improvement options at each crossing. This will allow the consultant to quickly develop improvement scenarios and immediately see their impact on estimated risk levels and their relation to the risk thresholds required for quiet zone implementation.

Consultant will work to create improvement scenarios that result in a quiet zone risk level below the Risk Index With Horns (RIWH) threshold as calculated by the FRA quiet zone calculator. Meeting this threshold will allow for easier implementation and substantially reduce the potential that the quiet zone would be revoked in the future. Improvement scenarios that result in a quiet zone risk level below the Nationwide Significant Risk Threshold (NSRT) will also be considered.

Task 4 | Final Report and Presentation to Muscatine City Council

1. **Draft and Final Report:** Consultant will prepare draft final report summarizing the quiet zone evaluation process including the diagnostic review recommendations, the proposed improvement scenarios (with planning-level layouts and cost estimates), and a discussion of the next steps required for quiet zone implementation. The Implementation Plan discussed in Task 7 will be included in this report. The report will be finalized after incorporating feedback from city staff and the Muscatine City Council.
2. **Presentation to City Council:** Consultant will develop and present a PowerPoint presentation summarizing the findings of the draft report to the City Council to discuss the proposed improvement options and the benefits and costs of each. It is assumed that this meeting will be held in person.

Task 5 | Implementation Plan

Detailed Implementation Plan: Consultant will prepare a detailed implementation plan to be included in the Final Report outlining the recommended actions for the city to implement the quiet zone. The precise steps required will depend on the improvement scenario selected by the city.

The Implementation Plan will include the following information:

- a. Prioritization of crossing safety improvements.
- b. Planning-level layouts and cost estimates for proposed improvements.
- c. Estimated timeline for implementation including coordination of diagnostic meeting, construction, document review time by the FRA and railroad, and a final date for quiet zone establishment.
- d. Summary of quiet zone risk levels used to establish quiet zone designation.
- e. Identification of potential funding sources. Potential sources of funding include Iowa DOT Section 130 funds, FRA Railroad Crossing Elimination Grant Program, and Federal Consolidated Rail Infrastructure and Safety improvements (CRISI) program funding. In some cases, railroads may also provide incentive funding in exchange for crossing closure, consolidation, or other similar efforts.

Schedule and Fee

Our proposed scope of work for Tasks 1 through 5 is detailed below.

Task	Duration (Following NTP)
Notice to Proceed (NTP)	-
Task 1 – Initiate Study	2 weeks
Task 2 – Preliminary Data Collection	6 weeks
Task 3 – Concept Development and Evaluation	10 weeks
Task 4 – Final Report and Presentation to Muscatine City Council	14 weeks
Task 5 – Implementation Plan	14 weeks

Our **proposed project budget** is shown on the following page and details staff hours by task.

Fee Estimate

		Planning/ Engagement	Roadway	Roadway	Rail Design	Project	Total
Task	Project Manager	Support	Design Lead	Design Support	Support	Accountant	
1 Initiate Study	8	0	0	0	0	16	24
2 Preliminary Data Collection	8	16	0	0	0	0	24
3 Concept Development and Evaluation	16	0	16	40	8	0	80
4 Final Report and Presentation to Muscatine City Council	20	20	6	12	0	0	58
5 Implementation Plan	4	4	0	0	0	0	8
Total Personnel Hours	56	40	22	52	8	16	194
Hourly Rates - 2024	\$ 75.00	\$ 50.00	\$ 70.00	\$ 50.00	\$ 50.00	\$ 45.00	
Total Direct Labor Costs	\$ 4,200.00	\$ 2,000.00	\$ 1,540.00	\$ 2,600.00	\$ 400.00	\$ 720.00	\$11,460.00
Overhead Rate Costs @ 165%	\$ 6,930.00	\$ 3,300.00	\$ 2,541.00	\$ 4,290.00	\$ 660.00	\$ 1,188.00	\$18,909.00
Fixed Fee Rate Costs @ 12%	\$ 1,335.60	\$ 636.00	\$ 489.72	\$ 826.80	\$ 127.20	\$ 228.96	\$3,644.28
Total	\$ 12,465.60	\$ 5,936.00	\$ 4,570.72	\$ 7,716.80	\$ 1,187.20	\$ 2,136.96	\$34,013.28
Direct Expense:				Price	Quantity	Totals	
				Mileage	\$ 0.67	1,000	\$ 670.00
				Meals (per diem)	\$ 64.00	4	\$ 256.00
				Hotel	\$ 150.00	4	\$ 600.00
							\$1,526.00
TOTAL HDR CONTRACT AMOUNT							\$35,539.28



City of Muscatine

ITEM NUMBER 2024-0283

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Approve Loan Forgiveness from SRF for West Hill Sewer Separation Project Phase 6A&B

EXECUTIVE SUMMARY

Request to Approve Loan Forgiveness from SRF for West Hill Sewer Separation Project Phase 6A&B

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

The City of Muscatine has executed a loan with the State Revolving Loan Fund (SRF) for West Hill Sewer Separation Phase 6. The City recently received notice that we are eligible for 45% total principal loan forgiveness because part of the construction area is located in a disadvantaged community. In order to be eligible for this loan forgiveness, the City must complete and sign the attached form and return it to the Iowa Department of Natural Resources.

CITY FINANCIAL IMPACT

This will save the city up to \$2,000,000

ATTACHMENTS

1. Muscatine_CS1921056_LFletter_FINAL



June 18, 2024

Brad Bark, Mayor
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

RE: Clean Water State Revolving Fund (SRF) Additional Subsidy (Principal Forgiveness) Award Terms and Conditions

Dear Mayor Bark:

I am writing to inform you of the Terms and Conditions for principal forgiveness being offered to the City of Muscatine in connection to the City's loan through the Clean Water State Revolving Fund (CWSRF) Program.

Loan Information	
SRF Loan Number	C1376G
CWSRF Project Number	CS1921056

Funding Information													
Funding Source	FFY 2023 CWSRF Bipartisan Infrastructure Law (BIL) General Supplemental Grant												
Eligibility Criteria	The Iowa SRF Program utilizes principal forgiveness to help make projects more affordable for communities that meet the Program's definition of disadvantaged community. The amount of principal forgiveness offered for this project is determined by a formula that combines the City of Muscatine's scores and corresponding percentages for three categories: <table> <tr> <th colspan="2">Principal Forgiveness</th></tr> <tr> <th>Category</th><th>Percent</th></tr> <tr> <td>Socioeconomic Assessment</td><td>15%</td></tr> <tr> <td>Project Priority Type</td><td>20%</td></tr> <tr> <td>Household Burden</td><td>10%</td></tr> <tr> <td>Total Principal Forgiveness</td><td>45%*</td></tr> </table> Principal forgiveness is applied to the SRF portion of the construction costs for this project. *The maximum principal forgiveness award per project for this funding source is \$2,000,000 dollars. <u>This project qualifies for the maximum award amount.</u>	Principal Forgiveness		Category	Percent	Socioeconomic Assessment	15%	Project Priority Type	20%	Household Burden	10%	Total Principal Forgiveness	45%*
Principal Forgiveness													
Category	Percent												
Socioeconomic Assessment	15%												
Project Priority Type	20%												
Household Burden	10%												
Total Principal Forgiveness	45%*												

General Terms and Conditions

1. The City of Muscatine has executed a loan for \$8,000,000. The SRF portion of construction costs for this loan is \$6,239,100.
2. Principal forgiveness of 45% off the final SRF eligible construction costs, not to exceed \$2,000,000, will be applied to the SRF loan once the project is complete and all SRF final documents have been completed by the City. The remaining amount of the SRF loan will be subject to the usual terms of the SRF loan program.
3. Prior to applying principal forgiveness, the original loan agreement must be amended. The City will need to engage their Bond Counsel to prepare the proceedings for any required actions by the City Council.
4. The loan initiation fee assessed will be refunded to the City and applied as principal reduction to the outstanding loan balance at the same time as the principal forgiveness is applied.
5. This principal forgiveness award is subject to compliance with all SRF Program requirements, as applicable, including but not limited to American Iron and Steel Act, Environmental Review, Davis-Bacon Act, Civil Rights Laws, and State of Iowa public bidding laws.

Specific Terms and Conditions

1. Signage Requirements: The BIL signage term and condition requires a physical sign displaying the official Building a Better America emblem and EPA logo be placed at construction sites for BIL-funded projects, and must be maintained in good condition throughout the construction period.
 - a. Building A Better America Emblem: The City will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.”

The City will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.epa.gov/invest/investing-america-signage>
 - b. EPA Logo: The City will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the City received financial assistance from EPA for the project. The City will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>

Written acceptance of this principal forgiveness award and the associated Terms and Conditions is required; please sign and return to me via my email listed below. Feel free to contact me if you have any questions or need more information regarding this offer. Iowa Finance Authority SRF Program staff can also be reached at waterquality@iowafinance.com or 1-800-432-7230.

Sincerely,

Theresa Enright, SRF Coordinator
Iowa Department of Natural Resources
(515) 214-3937 | theresa.enright@dnr.iowa.gov

CC via email: Carol Webb, City Administrator
Karmen Heim, Stanley Consultants
Iowa Finance Authority

Acceptance of Award

The undersigned is duly authorized to accept this principal forgiveness award on behalf of the City of Muscatine and agrees to the Terms and Conditions, as outlined above.

Authorized Signature: _____ Date: _____

Name and Title: _____



City of Muscatine

ITEM NUMBER 2024-0284

AGENDA ITEM SUMMARY

DATE: 6/27/2024

STAFF

SUBJECT

Request to Approve a Purchase Agreement with Dan Clark for the City Purchase of the Muscatine Trolley for \$1.00

EXECUTIVE SUMMARY

At its June 6 meeting, City Council directed staff to prepare a purchase agreement with Dan Clark for the purchase of the Muscatine Trolley. The purchase agreement was prepared by legal counsel and is attached.

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

At its June 6 meeting, City Council directed staff to prepare a purchase agreement with Dan Clark for the purchase of the Muscatine Trolley. The purchase agreement was prepared by legal counsel and is attached. The agreement outlines the conditions under which the City may dispose of the trolley if needed.

CITY FINANCIAL IMPACT

The City is purchasing the trolley for one dollar. The City will not be responsible for refurbishing the trolley but will be responsible for ongoing storage, operation and maintenance, which is estimated at approximately \$10,000 - \$20,000 annually.

ATTACHMENTS

1. Trolley Purchase Agreement

AGREEMENT

MUSCATINE TROLLEY PURCHASE AGREEMENT

Agreement, by and between the CITY of MUSCATINE, IOWA, hereinafter referred to as “City” and DAN CLARK;

WHEREAS, the Muscatine City Council wishes to purchase the Historical Muscatine Trolley, hereinafter referred to as “Trolley”, so as to keep the Trolley in use in the City of Muscatine, Iowa;

WHEREAS, Dan Clark currently owns the Historical Muscatine Trolley and would like to sell said trolley to the City in order to ensure the Trolley stays in use in the City of Muscatine, Iowa;

WHEREAS, the City and Dan Clark agree to the following contractual obligations:

NOW, THEREFORE IT IS AGREED AS FOLLOWS

- I. PAYMENT: The City agrees to pay Dan Clark \$1.00 by _____, 2024.
- II. TROLLEY. At the time of said payment, and in exchange for said payment to Dan Clark and the below agreed to terms by the City, Mr. Clark agrees to immediately turn over complete ownership of the Trolley to the City, this includes any and all title paperwork, any and all keys, the working Trolley, and any other item that is paramount to ownership of said Trolley.
- III. USE OF THE TROLLEY. As a condition of the receipt of the Trolley, the City will utilize the Trolley for tourism and special events in Muscatine, Iowa.
- IV. DISPOSAL OF TROLLEY. Should the Trolley become too much of a financial burden for the City, as determined by the City Council, the City shall have the right to look at different potential opportunities for use of the Trolley or the City has the authority to sell the Trolley on the City of Muscatine Surplus Website to individuals/entities inside or outside of Muscatine, Iowa. The City agrees to make every good faith effort to exhaust all other possibilities for use of the Trolley prior to its sale on the surplus website.
- V. MISCELLANEOUS. This Agreement and any dispute arising from the relationship between the parties of this agreement shall be governed by the laws of the State of Iowa. This Agreement and all other agreements, exhibits and schedules referred to in this Agreement constitutes the final, complete, and exclusive statement of terms of the agreement between parties to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement.

Signed this _____ day of _____ 2024

Dr. Brad Bark, Mayor
City of Muscatine

Dan Clark

ATTEST:

Carol Webb
City Administrator