

City of West Branch

~ A Heritage for Success ~

110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358
Ph. 319-643-5888 • Fax 319-643-2305 • www.westbranchiowa.org • wbcity@lcom.net

CITY COUNCIL MEETING AGENDA
Monday, December 5, 2011 • 6:30 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
 - a. Approve minutes from the November 21, 2011 City Council Meeting.
 - b. Approve claims.
 - c. Approve acceptance of the Water Tower Repair & Coating 2011 Project.
 - d. Approve Love Our Kids Grant Service Agreement for FY 2012.
5. Communications/Open Forum
6. Public, Department Heads, Commissions, City Administrator and City Council
 - a. Approve Resolution 962, approving an Engineering Services Agreement with Ament, Inc. in connection with the Safe Routes to School Project pursuant to a cost plus fixed fee payment arrangement in the amount of \$37,729, with a \$3,252 contingency that cannot be used unless authorized by the City with concurrence by the Iowa DOT for a maximum amount payable of \$40,981./Move to action.
7. Mayor
 - a. Appointments/Reappointments/Move to action.
8. Reports
 - a. City Administrator Matt Muckler – Vacation Policy Update
 - b. Public Works Director Matt Goodale – Public Works Department Update
 - c. Police Chief Mike Horihan – Police Department Update
9. Adjourn

Mayor: Don Kessler • **Council Members:** David Johnson, Jim Oaks, Dan O'Neil, Robert Sexton, Mark Worrell
City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

City Council Meeting

**November 21, 2011
6:30 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Deputy City Clerk Dawn Brandt, Fire Chief Administrator Dick Stoolman, Park and Rec Director Melissa Russell, and Library Director Nick Shimmin. Council members: Mark Worrell, David Johnson, Robert Sexton, Dan O'Neil and Jim Oaks.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the November 7, 2011 City Council Meeting.
- b) Approve claims.
- c) Approve Class C liquor license with Sunday Sales for Agave Mexican Restaurant.

Motion by Johnson, second by O'Neil to approve agenda. AYES: Johnson, O'Neil, Worrell, Sexton, Oaks, Motion carried.

DATE 11/21/2011	CITY OF WEST BRANCH CLAIMS REGISTER REPORT	
ACS FIREHOUSE SOFTWARE	FIRE - FIREHOUSE SOFTWARE	300.00
ACTION SEWER & SEPTIC	STREETS - MAIN STREET	1,838.50
AERO RENTAL	PARK & REC - SUPPLIES	32.40
ALERT-ALL CORP	FIRE -FIRE PREVENTION	740.00
ALLIANT ENERGY	VARIOUS DEPTS - UTILITIES	7,124.58
AMERICAN LIBRARY ASSOC	LIBRARY - SUPPLIES	52.20
AMSAN	SEWER/TH/ADMIN/LIB- SUPPLIES	573.62
BAKER & TAYLOR BOOKS	LIBRARY - BOOKS	1,256.75
BARRON MOTOR SUPPLY	POLICE/CEMETERY - SUPPLIES	612.76
BDC BUILDING PLAN REVIEW	ADMIN - BUILDING INSPECT	199.50
BIG TIMBER EXCAVATING	STREETS - COLLEGE STREET	1,000.00
	STREETS - CLEAN DITCHES	635.00
BP AMOCO	FIRE/POLICE/STREETS/SEWER	1,683.55
CEDAR RAPIDS PHOTO COPY	LIBRARY - SERVICE	46.03
CENTRAL TANK COATINGS	WATER - WATER TOWER REPAIR	78,505.62
CLAUDIA'S FLORAL	COMM & CULT DEV - DECORATIONS	166.00
COLLINS ROAD TIRE INC	POLICE - TIRES FOR DODGE	675.28
COMMUNITY STATE BANK	TORT LIABILITY - LAWSUIT	18,393.02
COMMUNITY STATE BANK	FIRE STATION LOAN PAYMENT	8,364.57
CREATIVE SOFTWARE	ADMIN - COMPUTER CONSULT	63.75
CROELL REDI-MIX INC	STREETS - 109 E MAIN STR	333.50
CROWN AWARDS	PARK & REC - SUPPLIES	109.47
CULLIGAN WATER	FIRE - SERVICE	32.95
DAVE'S WELDING & REPAIR	STREETS - SERVICE OSHKOSH	75.00
DAVIS FARM EQUIPMENT	STREETS - REPAIR OF DX55	1,715.11
DEMCO	LIBRARY - EASELS	76.10
DEWEYS JACK & JILL	WATER/PARK & REC - SUPPLIES	31.34
DUSTY'S PRECISION AUTO	POLICE - TIRES FOR CHARGER	268.16
EAST CENT INTERGOVT ASN.	LEGAL - COMP PLAN	620.50
ECONO SIGNS LLC	STREETS - SIGNS	162.54
FLEET SERVICES	POLICE - FUEL	289.76
FREEMAN LOCK & ALARM	TOWN HALL/ADMIN-REKEY AND KEYS	535.00
FRENCH RENEKER ASSOCIATE	ADMIN - WB FLOOD CONTROL	3,630.00
GEIST, CURT	WATER - CREDIT REFUND	79.10
GREATAMERICA LEASING	ADMIN -COPIER SERVICE	252.06
HARRY'S CUSTOM TROPHIES	PARK & REC - TROPHY	10.00
HAWKEYE AREA CAP	LIBRARY - 20 HOURS FOR	40.00
HAWKINS WATER TREATMENT	WATER - SUPPLIES	1,448.20

HORIHAN, MIKE	POLICE - REIMBURSEMENT	226.72
HY-VEE ACCOUNTS	PARK & REC - SUPPLIES	15.88
ICMA	ADMIN - ICMA MEMBERSHIP	618.00
IOWA CITY PRESS-CITIZEN	LIBRARY - SUBSCRIPTION	78.27
IOWA CITY SCHEELS	PARK & REC - YOUTH BBALLS	354.98
IOWA LAW ENFORCEMENT	POLICE - FIREARMS INST.	150.00
IOWA LEAGUE OF CITIES	ADMIN - MLA TRAINING	195.00
IOWA NETWORK SERVICES	ADMIN - SERVICE	26.99
IOWA ONE CALL	WATER/SEWER - SERVICE	44.10
JOHNSON COUNTY REFUSE	SOLID WASTE - GARBAGE TAGS	1,250.00
	RECYCLING - OCTOBER	3,538.75
KLUESNER CONSTRUCTION	STREETS - CRACK SEALING	15,440.11
L. L. PELLING CO. INC	STREETS - PREMIX	1,333.00
	STREETS - SEALCOAT WORK	5,241.90
	STREETS - NORTH DOWNEY	56,687.67
	LIBRARY - SERVICE CONT	59.00
LEASE CONSULTANTS CORP	STREETS - SUPPLIES	37.45
LENOCH & CILEK	VARIOUS DEPTS - PHONE	1,087.80
LIBERTY COMMUNICATIONS	STREETS - UTILITIES	102.00
LINN COUNTY R.E.C.	COMMUNITY & CULTURAL DEV.	500.00
MAIN STREET WEST BRANCH	POLICE - EVIDENCE BAGS	209.94
MAS MODERN MARKETING	WATER/SEWER/ADMIN-UTILITY BILLS	500.11
MATT PARROTT AND SONS	ADMIN - SERVICE	69.90
MEDIACOM	FIRE - SUPPLIES	354.65
MEDTRONIC EMERGENCY	PARK & REC - SUPPLIES	125.10
MENARDS	POLICE/LIBRARY/ADMIN/TH	637.00
MIDWEST JANITORIAL	STREETS - REPAIR LEAF TRUCK	393.75
MOORE'S WELDING INC	WATER - METER FOR HOOVER	2,362.62
MUNICIPAL SUPPLY INC.	WATER - REPLACEMENT OF WELL	7,519.05
NORTHWAY WELL AND PUMP	STREETS - SERVICE STREET	391.74
OASIS ELECTRIC	CABLE - SUPPLIES	208.08
OFFICE DEPOT CREDIT PLAN	LEGAL - LEGAL SERVICES	1,250.00
OLSON, ATTY KEVIN	PARK & REC -HALLOWEEN	131.90
ORIENTAL TRADING CO. INC	FIRE - TIRES FOR VEHICLE	1,164.42
PARKSIDE SERVICE	STREETS - TIRES FOR CAT	3,347.31
	TOTAL PAYROL	25,416.43
PAYROLL CLAIMS 11-10-11	CABLE - VIDEOTAPING	150.00
PEDEN, SHANELLE	WATER/ADMIN/LIBRARY - POSTAGE	1000.00
PITNEY BOWES	ADMIN - SERVICE	45.76
PLUNKETT'S PEST CONTROL	CEMETERY/PARK & REC - SERVICE	240.00
PORT 'O' JONNY INC.	SEWER - TESTING	1104.00
QC ANALYTICAL SERVICES	ADMIN - NAME PLATES	29.25
QUALITY ENGRAVED SIGNS	ALL DEPTS. - OFFICE SUPPLIES	437.88
QUILL CORP	POLICE - LEGAL SERVICES	37.50
SIMKIN, ATTY DOUGLAS W	STREETS - 109 E MAIN ST	440.00
SLACH CONSTRUCTION	FIRE - DRIVEWAY PROJECT	11,700.00
	POLICE - SERVICE	359.94
SPRINT	ANIMAL CONTROL - ANIMAL TAGS	108.41
ST. PAUL STAMP WORKS INC	LIBRARY - REGISTRATION	15.00
STATE LIBRARY OF IOWA	POLICE - SERVICE DODGE	78.00
THEIN MOTOR SALES	STREETS - BEARING	137.89
TRANS-IOWA EQUIPMENT INC	IOWA SALES TAX - OCTOBER	1,838.63
TREAS. STATE OF IOWA	SEWER - SHIPPING	112.90
UPS	ALL DEPTS. - PHONE SERVICE	522.71
US CELLULAR	WATER - FLUORIDE REAGENT	278.39
USA BLUE BOOK	SEWER - ENGINEERING	1,373.44
VEENSTRA & KIMM INC.	CAPITAL PROJECT - ENGINE	5,860.00
	STREETS - ENGINEERING	2,944.11
	ADMIN - ENGINEERING SERV	92.00
WALMART COMMUNITY/GEMB	LIBRARY - SUPPLIES	688.44
WENNDT, JOE	FIRE - FIRE TRAINING	125.00
WEST BRANCH COMMUNITY	LIBRARY - MIDDLE SCHOOL AD	25.00
WB FAMILY PRACTICE	FIRE - PHYSICAL	211.00
WEST BRANCH FORD	SEWER/CEMETERY - TIRES	528.28

	STREETS - 04 FORD 350	227.23
WEST BRANCH REPAIRS	STREETS/POLICE/FIRE - SERVICE	1659.51
WEST BRANCH TIMES	LEGAL - PUBLICATIONS	458.67
	LEGAL - PUBLICATIONS	609.00

GRAND TOTALS 296,479.48

FUND TOTALS		
001	GENERAL FUND	71,401.49
022	CIVIC CENTER	779.36
031	LIBRARY	6,896.25
110	ROAD USE TAX	93,506.93
111	POLICE RECOVERY ACT GRANT	148.46
112	TRUST AND AGENCY	2,586.22
226	DEBT SERVICE	8,364.57
304	WASTEWATER LIFT STATION PROJECT	5,860.00
600	WATER FUND	98,473.32
610	SEWER FUND	8,462.88
	****	296,479.48

The Clerk reported the following receipts for the month of October 2011:

Water, Sewer, Recycling	\$ 55,061.67	Cedar Co. Property Tax	\$ 287,579.54
Water Utility Deposits	\$ 400.00	Johnson Co. Prop. Tax	\$ 18,573.25
Town Hall Rent	\$ 190.00	Road Use Tax	\$ 17,030.24
Misc.	\$ 999.90	Fines	\$ 91.74
Library	\$ 6,986.42	Twp. Fire Contract	\$ 8,067.00
Donations	\$ 1,000.00	Building Permits	\$ 326.40
Interest	\$ 197.17	Fire Station Loan Proceeds	\$ -
Investments Interest	\$ 292.75	Krouth Fund Interest	\$ 0.03
Cable fees	\$ 2,770.95	M. Gray Savings Interest	\$ -
Transfers In	\$ 82,829.40	Cemetery Perp. Care Int.	\$ 0.08
Cat & Dog Registrations	\$ -	MV Refund	\$ 312.90
Beer & Liquor Lic. Fees	\$ 25.00	NPS Plowing Contract	\$ -
Park & Rec. Activities	\$ 832.19	Grave Openings	\$ 600.00
Police Recovery Act Grant	\$ -	Cemetery Lots	\$ 500.00
Local Option Tax	\$ 11,138.64	Reimbursements	\$ 7,019.05
SUBTOTAL	\$ 162,724.09	SUBTOTAL	\$ 340,100.23
		TOTAL	\$ 502,824.32

The Clerk reported the following balances for the month of October 2011:

(Balances =Financial Statement Report Bank Balance + Investments)

Funds	Bank Balance	Investments	Total
001 General	\$ 423,291.87	\$ 146,984.92	\$ 570,276.79
011 Police Donations	\$ -	\$ -	\$ -
014 Fire Dept. Donations	\$ -	\$ -	\$ -
018 Park Donations	\$ -	\$ -	\$ -
022 Civic Center	\$ 33,336.26	\$ -	\$ 33,336.26
031 Library Operating	\$ 21,482.78	\$ 16,314.41	\$ 37,797.19
036 Tort Liability	\$ (6,764.08)	\$ -	\$ (6,764.08)
050 Home Town Days	\$ 11,473.28	\$ -	\$ 11,473.28
110 Road Use Tax	\$ 152,463.77	\$ 30,050.87	\$ 182,514.64
111 Police Recovery Act Grant	\$ (1,268.33)	\$ -	\$ (1,268.33)
112 Trust & Agency	\$ 38,992.00	\$ -	\$ 38,992.00
119 Emergency Tax Fund	\$ 6,855.00	\$ -	\$ 6,855.00
121 Local Option Tax	\$ 3,533.74	\$ -	\$ 3,533.74
125 TIF	\$ 206,056.30	\$ -	\$ 206,056.30

160 Economic Develop.	\$	-	\$	-	\$	-
200 Debt Service	\$	1,354.33	\$	-	\$	1,354.33
226 SRF Debt Service	\$	105,347.50	\$	-	\$	105,347.50
300 Capital Improvement	\$	-	\$	-	\$	-
301 Safe Routes Sidewalk Project	\$	(289.00)	\$	-	\$	(289.00)
303 Fire Capital Project Addition	\$	-	\$	-	\$	-
304 Wastewater Lift Station	\$	(21,110.00)	\$	-	\$	(21,110.00)
500 Cemetery Perpetual	\$	10,815.96	\$	88,000.00	\$	98,815.96
501 Krouth Fund Principal	\$	-	\$	101,931.70	\$	101,931.70
502 Krouth Enlow Int. Fund	\$	8,502.25	\$	16,124.32	\$	24,626.57
600 Water Operating	\$	148,582.82	\$	124,394.45	\$	272,977.27
603 Water Sinking Fund	\$	23,854.14	\$	-	\$	23,854.14
610 Sewer Operating	\$	203,084.22	\$	76,947.99	\$	280,032.21
TOTAL	\$	1,369,594.81	\$	600,748.66	\$	1,970,343.47

COMMUNICATIONS/OPEN FORUM

NONE

PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL
Approve Resolution 960, a resolution obligating funds from the Urban Renewal Tax Revenue Fund for the payment of annual appropriation tax increment financed obligations in fiscal year 2013./Move to action.

Motion by Worrell, second by O'Neil to approve Resolution 960, a resolution obligating funds from the Urban Renewal Tax Revenue Fund for the payment of annual appropriation tax increment financed obligations in fiscal year 2013. Roll call vote- AYES: Worrell, O'Neil, Johnson, Sexton, Oaks. Motion carried.

Third reading of Ordinance 685 amending Chapter 92 "WATER RATES" by increasing water rates over a five-year period effective July 1, 2012./Move to action.

Motion by Johnson, second by O'Neil to approve third reading of Ordinance 685 amending Chapter 92 "WATER RATES" by increasing water rates over a five-year period effective July 1, 2012. Roll call vote – AYES: Johnson, O'Neil, Worrell, Sexton. NAYS: Oaks. Motion carried.

ORDINANCE NO. 685

AN ORDINANCE AMENDING TITLE CHAPTER 92 "WATER RATES"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 92 "WATER RATES" of the Code of West Branch, Iowa is hereby amended by deleting Section 92.02 in its entirety and inserting in lieu thereof:

92.02 RATES FOR SERVICE.

Water service shall be furnished at the rate of:

- \$4.59 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective June 20, 2006.
 - \$5.23 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2012.
 - \$5.87 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2013.
 - \$6.51 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2014.
 - \$7.15 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2015.
 - \$7.79 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2016.
2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
 4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 21st day of November, 2011.

First Reading: October 17, 2011

Second Reading: November 7, 2011
Third Reading: November 21, 2011

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

Third reading of Ordinance 686 amending Chapter 90 "WATER SERVICE SYSTEM" by establishing a permit fee per the City of West Branch Code of Ordinances./Move to action.

Motion by Johnson, second by O'Neil to approve third reading of Ordinance 686 amending Chapter 90 "WATER SERVICE SYSTEM" by establishing a permit fee per the City of West Branch Code of Ordinances. Roll call vote – AYES: Johnson, O'Neil, Worrell, Sexton, Oaks. Motion carried.

ORDINANCE NO. 686

AN ORDINANCE AMENDING TITLE CHAPTER 90 "WATER SERVICE SYSTEM"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 90 "WATER SERVICE SYSTEM" of the Code of West Branch, Iowa is hereby amended by deleting Section 90.06 in its entirety and inserting in lieu thereof:

90.06 FEE FOR PERMIT.

Before any permit is issued, the person who makes application shall pay the following fee for permit to the Superintendent:

\$315 effective November 21, 2011; \$331 effective July 1, 2012; \$348 effective July 1, 2013; \$365 effective July 1, 2014; \$383 effective July 1, 2015; \$402 effective July 1, 2016.

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 21st day of November, 2011.

First Reading: October 17, 2011
Second Reading: November 7, 2011
Third Reading: November 21, 2011

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

Third reading of Ordinance 687 amending Chapter 96 "BUILDING SEWERS AND CONNECTIONS" by establishing a permit fee per the City of West Branch Code of Ordinances./Move to action.

Motion by Johnson, second by O'Neil to approve third reading of Ordinance 687 amending Chapter 96 "BUILDING SEWERS AND CONNECTIONS" by establishing a permit fee per the City of West Branch Code of Ordinances. Roll call vote – AYES: Johnson, O'Neil, Worrell, Sexton, Oaks. Motion carried.

ORDINANCE NO. 687

AN ORDINANCE AMENDING TITLE CHAPTER 96 "BUILDING SEWERS AND CONNECTIONS"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 96 "BUILDING SEWERS AND CONNECTIONS" of the Code of West Branch, Iowa is hereby amended by deleting Section 96.02 in its entirety and inserting in lieu thereof:

96.02 CONNECTION CHARGE.

Before any permit is issued, the person who makes application shall pay the following fee for permit to the Superintendent:

\$315 effective November 21, 2011; \$331 effective July 1, 2012; \$348 effective July 1, 2013; \$365 effective July 1, 2014; \$383 effective July 1, 2015; \$402 effective July 1, 2016.

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 21st day of November, 2011.

First Reading: October 17, 2011
Second Reading: November 7, 2011
Third Reading: November 21, 2011

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

Approve Resolution 961, amending the City of West Branch Schedule of Fees by removing permit fees for water and sewer connections./Move to action.

Motion by Johnson, second by Worrell to approve Resolution 961, amending the City of West Branch Schedule of Fees by removing permit fees for water and sewer connections. Roll call vote – AYES: Johnson, Worrell, Sexton, O’Neil, Oaks. Motion carried.

MAYOR DON KESSLER

Appointments/Reappointments

None

REPORTS

Parks & Recreation Director Melissa Russell – Winter Programming Update

Melissa gave an update on winter programming. A bags league will be starting at Agave the first weekend in December. The Frosty Frenzy 5K race will be Saturday morning during Christmas Past. She will also be doing crafts at the City Office on Friday and Saturday night that weekend. Fitness classes have started.

Youth basketball for Pre-K - K and first-second grade is a new program this winter. 40 children have registered and they will play in the all purpose room.

Matt Muckler read a letter that he received about the Park & Rec department and the success of the youth programs.

Library Director Nick Shimmin - Annual Library Report

Nick gave the FY11 annual library report.

City Engineer Dave Schechinger, P.E., - Inflow & Infiltration Study Report

ADJOURNMENT

Motion to adjourn meeting by O’Neil, second by Worrell. City Council meeting adjourned at 7:20 p.m.

Don Kessler, Mayor

ATTEST: _____

Dawn Brandt, Deputy City Clerk

DATE 11/30/2011

CITY OF WEST BRANCH
CLAIMS REGISTER REPORT

BLUE CROSS BLUE SHIELD	HEALTH INS.	6,585.00
	DENTAL INS.	461.76
	LIFE INS.	52.10
	DENTAL INS	86.76
	HEALTH INS	783.95
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	622.53
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,194.73
BRICK, GERRY	ACH PAYROLL EXPENSE	350.23
GOODALE, MATTHEW	ACH PAYROLL EXPENSE	1,597.10
GRIMM, JOHN	PAYROLL EXPENSE	73.59
HANNA, JOHN	ACH PAYROLL EXPENSE	1,204.33
HEICK, GINA	ACH PAYROLL EXPENSE	57.08
HORIHAN, MICHAEL	ACH PAYROLL EXPENSE	1,389.41
INTERNAL REVENUE SERVICE	FEDERAL W/H	2,040.96
	FICA-MED.CAR	2,249.82
	FICA-MED.CAR	627.34
IPERS	IPERS	2,402.83
	IPERS	874.32
	PAYROLL EXPENSE	1,221.83
KARR, DANIEL	ACH PAYROLL EXPENSE	746.63
KNOCHE, REBECCA	ACH PAYROLL EXPENSE	160.15
KORSMO, KATRINA	ACH PAYROLL EXPENSE	206.44
MARTIN, KIMBERLY	ACH PAYROLL EXPENSE	1,002.11
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,902.51
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,109.16
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,350.00
PLATO ELECTRIC	STREET LIGHTING - MAIN ST.	888.07
RUSSELL, MELISSA	ACH PAYROLL EXPENSE	1,039.46
SHIMMIN, NICHOLAS	ACH PAYROLL EXPENSE	1,104.40
STEWART, THOMAS	STATE WTH.	979.00
TREAS. STATE OF IOWA	ACH PAYROLL EXPENSE	201.78
WALLICK, CLAUDIA		
	GRAND TOTALS	34,565.38

FUND TOTALS

001	GENERAL FUND	14,179.02
031	LIBRARY	3,162.63
110	ROAD USE TAX	227.94
111	POLICE RECOVERY ACT GRANT	77.39
112	TRUST AND AGENCY	7,960.85
600	WATER FUND	4,499.71
610	SEWER FUND	4,457.84
	****	34,565.38



VEENSTRA & KIMM, INC.

860 22nd Avenue - Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

October 18, 2011

Matt Muckler
City Administrator
City of West Branch
110 N Poplar Street
P.O. Box 218
West Branch, Iowa 52358

WEST BRANCH, IOWA
WATER TOWER REPAIR & COATING 2011
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$181,000.00. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please sign both copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Partial Payment Estimate No. 3 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City and Central Tank Coatings, Inc. has submitted the necessary final documentation.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read 'Dave Schechinger', is written over the printed name.

Dave Schechinger

DRS:mmc
36849
Enclosures

CERTIFICATE OF COMPLETION

**WATER TOWER REPAIR & COATING 2011
WEST BRANCH, IOWA**

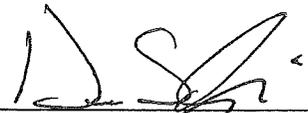
October 18, 2011

We hereby certify that we have made an on-site review of the completed construction of the **WATER TOWER REPAIR & COATING 2011** under the Contract as performed by Central Tank Coatings, Inc. of Elgin, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is One Hundred Eighty-One Thousand and 00/100 Dollars (\$181,000.00).

VEENSTRA & KIMM, INC.

Accepted: **CITY OF WEST BRANCH, IOWA**

By 

By 

Title Project Engineer

Title Mayor

Date October 18, 2011

Date 11-28-11



Iowa Department of Public Health
Promoting and Protecting the Health of Iowans

Mariannette Miller-Meeks, B.S.N., M.Ed., M.D.
Director

Terry E. Branstad
Governor

Kim Reynolds
Lt. Governor

November 22, 2011

With this letter you will find the Love Our Kids Grant Service Agreement for FY 2012; please sign and return the agreement. Once the agreement has been signed by Deputy Director Gerd Clabaugh you will receive a copy of the signed agreement.

Please note the grant period is December 1, 2011 to June 30, 2012.

Cordially,

Katrina Altenhofen
EMSC Program Manager
Iowa Department of Public Health
Bureau of Emergency Medical Services

Return Address:
Iowa Department of Public Health
321 E 12th St
Des Moines, Iowa 50319
Attn: Cindy Heick

IOWA DEPARTMENT OF PUBLIC HEALTH SERVICE AGREEMENT

This Contract for Injury Prevention Services is between the Iowa Department of Public Health and City of West Branch. The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES

1.1 The Iowa Department of Public Health ("Agency") is authorized to enter into this Contract. Agency's address is Lucas State Office Building, 321 East Twelve Street, Des Moines, Iowa 50319-0075.

1.2 City of West Branch ("Contractor"), a city government, is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is 105 S. 2nd Street P.O. 218 West Branch, IA 52358.

SECTION 2. PURPOSE

The parties have entered into this Contract for the purpose of retaining the Contractor to provide injury prevention and education initiatives for Iowa children in federally appointed rural areas.

SECTION 3. DURATION OF CONTRACT

The term of this Contract shall be December 1, 2011 through June 30, 2012 unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 4. SCOPE OF SERVICES

4.1 Scope of Services. The Contractor shall provide the following services in accordance with the defined performance criteria as set forth below

4.1.1 Provide a "Safety Day" an educational forum to include but not limited to education on helmet use for bicycles, 9-1-1 call practice, smoke house drill and child passenger safety.

4.2 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

4.3 Performance Measure. . Number attendees and number of helmets and child passenger safety seats distributed at the "Safety Day." Completion of the Love Our Kids Outcome Report and submission of photos taken at the event(s).

SECTION 5. COMPENSATION

5.1 Pricing. The Contractor will be paid up to \$1,500.00 for the services described in the Scope of Services upon receipt of invoice and copies of original receipts for items as applicable.

5.2 Billings. The Contractor shall submit an invoice by June 30, 2012 for services rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall pay all approved invoices in arrears and in

conformance with Iowa Code section 8A.514 and 11 Iowa Administrative Code 41.1(8A). The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

5.3 Delay of Payment Due to Contractor's Failure. If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

5.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, or pursuant to any judgment the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

SECTION 6. TERMINATION

6.1 This agreement may be terminated by either party with a thirty (30) day written notice.

6.2 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of the Agency, shall:

6.2.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Agency may require.

6.2.2 Immediately cease using and return to the Agency any personal property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

6.2.3 Comply with the Agency's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

6.2.4 Cooperate in good faith with the Agency, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

6.2.5 Immediately return to the Agency any payments made by the Agency for services that were not rendered by the Contractor.

SECTION 7. CONFIDENTIAL INFORMATION

7.1 Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the

extent necessary to carry out its responsibilities under the Contract. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information upon request of the Agency. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential data shall remain the property of the Agency at all times.

7.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency.

7.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.

7.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.

7.5 Survives Termination. The Contractor's obligation under this Contract shall survive termination of this Contract.

SECTION 8. INDEMNIFICATION

8.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State of Iowa and the Agency, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

8.1.1 Any breach of this Contract;

8.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

8.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

8.1.4 Any failure by the contractor to comply with any of the Law provisions of this contract;

8.1.5 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

8.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

8.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

8.2 Indemnification by the Agency

8.2.1 The Agency shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Agency while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

8.2.2 If the Agency makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the Agency, without interest.

8.3 Survives Termination. Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 9. WARRANTIES

9.1 Concepts, Materials, and Works Produced. Contractor represents and warrants that all the concepts, materials and works produced, or provided to the Agency pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials and works and the Agency's use of same and the exercise by the Agency of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract.

9.2 Copyrights and Rights in Data: Where activities supported by this contract produce an original computer program (including executable computer programs and supporting data in any form), writing, sound recording, pictorial reproduction, drawing or other graphical representation and work of similar nature, the Department reserves the right to its use, duplication, and disclosure, in whole or in part, in any manner for any purpose whatsoever.

9.3 Professional Practices. The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

9.4 Conformity with Contractual Requirements. The Contractor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

9.5 Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency.

9.6 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

SECTION 10. CONTRACT ADMINISTRATION

10.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

10.2 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

10.3 Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

10.4 Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency and the Contractor.

10.5 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract 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 Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, 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 Agency or the State of Iowa.

10.6 Assignment and Delegation. This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10.7 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

10.8 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

10.9 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

10.10 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

10.11 Supersedes Former Contracts or Agreements. This Contract supersedes all prior Contracts or Agreements between the Agency and the Contractor for the services provided in connection with this Contract.

10.12 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

10.13 Notice

10.13.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency: Iowa Department of Public Health
Attn: Gerd Clabaugh, Division Director
Lucas State Office Building
321 East 12th Street
Des Moines, Iowa 50319-0075

If to the Contractor City of West Branch
Attn: Chief Kevin Stoolman
105 S. 2nd Street P.O. 218
West Branch, IA 52358

10.13.2 Each such notice shall be deemed to have been provided:

10.13.2.1 At the time it is actually received; or,

10.13.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

10.13.2.3 Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

10.13.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

10.14 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

10.15 Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Contract.

10.16 Authorization. Each party to this Contract represents and warrants to the other parties that:

10.16.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

10.16.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

10.17 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

10.18 Solicitation. The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

10.19 Obligations Beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

10.20 Delay or Impossibility of Performance. The Contractor shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of this Contract.

SECTION 11. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are

hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Iowa Department of Public Health

Date: _____

City of West Branch

Date: _____



RESOLUTION NO. 962

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH AMENT, INC IN CONNECTION WITH THE SAFE ROUTES TO SCHOOL PROJECT.

WHEREAS, the City of West Branch was previously awarded a grant through the Safe Routes to School Program in the amount of \$250,000; and

WHEREAS, the City solicited Requests for Qualifications from qualified firms to provide engineering services for the Project; and

WHEREAS, the City Council has chosen to negotiate an agreement with Ament, Inc. to provide said engineering services; and

WHEREAS, Ament, Inc. has submitted a proposed agreement dated October 13, 2011, to provide said services pursuant to a cost plus fixed fee payment arrangement in the amount of \$37,729.00, with a contingency of \$3,252.00 that cannot be used unless authorized by the City with concurrence by the Iowa DOT for a maximum amount payable under the agreement of \$40,981.00; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 5th day of December, 2011.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Professional Services Agreement
for
Sidewalk Surveying and Design Services
for
Creating Connections: Establishing Safe Routes to Schools
in
West Branch, Iowa

This is an **AGREEMENT**, made as of the fifth (5th) day of December in the year 2011;

by and **BETWEEN** the City of West Branch, Iowa, identified as the **Owner**,
City of West Branch
111 North Poplar Street
P.O. Box 218
West Branch, IA 52358

and the **Consultant** ;
Ament, Inc.
625 32nd Avenue SW
Cedar Rapids, IA 52404

for the following Project:

The **Owner** has decided to construct sidewalks in the following locations:

- College Street Sidewalk and Bridge – Construction of approximately 500 feet of sidewalk along College Street and installation of pre-fabricated bridge over Wapsinonoc Creek;
- Greenview Connection – Construction of approximately 450 feet of 10-foot wide, multi-use path between two neighborhoods in the northwest corner of the City;
- Oliphant Street Sidewalk – Construction of 2,100 feet of sidewalk along Oliphant Street. Project involves some retaining wall work and will impact some private landscaping on City-owned right-of-way;
- Orange Street Connection – Construction of approximately 350 feet of sidewalk to connect Orange Street to Middle School Building; and
- Poplar Street Sidewalk – Construction of approximately 550 feet of sidewalk along Poplar Street. This area is adjacent to City Hall parking lot and the high school football field and has limited right-of-way available.

The **Owner** desires to employ the **Consultant** to provide preliminary survey and engineering services in connection with the design and preparation of plans, specifications and cost opinions for the improvements. The **Consultant** is willing to perform such engineering work in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statutes relating to the licensure of Professional Engineers.

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Attachment C - Fees and Payments

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

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

Attachment H – Consultant Fee Proposal

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective of this Agreement is to provide consultant services for preliminary and final design and the development of construction documents (plans, specifications, and cost opinions) for sidewalk and pedestrian improvements at five (5) locations in the City of West Branch, Iowa. These locations are:

- College Street Sidewalk and Bridge – Construction of approximately 500 feet of sidewalk along College Street and installation of pre-fabricated bridge over Wapsinonoc Creek;
- Greenview Connection – Construction of approximately 450 feet of 10-foot wide, multi-use path between two neighborhoods in the northwest corner of the City;
- Oliphant Street Sidewalk – Construction of 2,100 feet of sidewalk along Oliphant Street. Project involves some retaining wall work and will impact some private landscaping on City-owned right-of-way;
- Orange Street Connection – Construction of approximately 350 feet of sidewalk to connect Orange Street to Middle School Building; and
- Poplar Street Sidewalk – Construction of approximately 550 feet of sidewalk along Poplar Street. This area is adjacent to City Hall parking lot and the high school football field and has limited right-of-way available.

1.2 Financial Parameters

1.2.1 The financial parameters are;

Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$40,981.00

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$500.00

1.3 Project Team

1.3.1 The **Owner's** Designated Representative identified as the **Contract Administrator** is: Matt Muckler, City Administrator.

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:
Larry Berns, P.E., Project Manager

1.3.3 The subconsultants retained at the **Consultant's** expense are:
Knapp-Warden, LLC (Structural Engineering for Proposed Bridge Abutments)

1.4 Time Parameters

1.4.1 Date to Proceed: **Consultant** is to begin work under this Agreement upon receipt of a written notice to proceed from the Owner and upon receipt of a copy of the FHWA authorization. **Consultant** shall, upon receipt of both written Notice to Proceed and a copy of the FHWA authorization, begin work thereon.

1.4.2 Work under this Agreement shall be performed within twelve (12) months after receipt of both written Notice to Proceed and an executed copy of this Agreement.

ARTICLE 2 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

2.1 Enumeration of Parts of the Agreement. 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 the **Owner, Consultant**, Iowa DOT, and the FHWA (if applicable). This Agreement comprises the documents listed below.

- 2.1.1 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.
- 2.1.2 All services herein required and provided shall be in conformity with the applicable Iowa DOT Standards, Design Guides and Specifications and Title 23, Code of Federal Regulations, Part 625, as outlined in Attachment B. 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 cost opinions.
- 2.1.3 Other documents as follows:
 - .1 Fees and Payments – Attachment C
 - .2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D
 - .3 Certification of Consultant - Attachment E
 - .4 Certification of Owner - Attachment F
 - .5 Sample Invoice Form - Attachment G
 - .6 Consultant Fee Proposal - Attachment H

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement

- 3.1.1 For the **Consultant's** services as described under Article 2, compensation shall be computed in accordance with the Cost Plus Fixed Fee compensation method, as defined in Attachment C.

3.2 Subconsultant

- 3.2.1 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** unless the **Contract Administrator** has given prior written approval and the Iowa DOT and the FHWA (when applicable) concurs.

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. All electronic files will be submitted to the **Owner** by the **Consultant** on CD or other mutually agreed upon medium. 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 Revision of Plans

4.2.1 Drafts of work products shall 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".

4.2.2 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 during construction. 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.

4.2.3 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 4.3.

4.3 Extra Work

4.3.1 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 **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. Unless written approval for "Extra Work" has been secured in advance from the **Contract Administrator**, and the Iowa DOT and the FHWA (when applicable) concurs, no claims will be allowed. However, the **Owner** shall have benefit of the service rendered.

4.4 Progress Meetings

4.4.1 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 Plans

4.5.1 At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.

4.6 Termination of Agreement

4.6.1 In the event of the death of any member or partner of the **Consultant's** firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the **Owner** and the survivors.

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

4.6.3 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. The portion of the fixed fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained 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 Estimated Actual costs, plus any authorized contingency.

4.6.4 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**.

4.6.5 The right is reserved by the **Owner** to suspend 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 paragraph 4.6.3 above.

4.6.6 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**.

4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the construction 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**.

4.7 Extension of Time

4.7.1 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 caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the **Consultant**.

4.8 Mediation

4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **Owner** and the **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The **Owner** and the **Consultant** further agree to include a similar mediation provision in all agreements with independent contractors and **Consultants** retained for the project and to require all independent contractors and **Consultants** also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained,

thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

4.9 Arbitration

4.9.1 In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Paragraph 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and pursuant to the arbitration procedures set out in Iowa Code Chapter 679A. Any arbitration pursuant to this paragraph or mediation pursuant to Paragraph 4.8.1 shall occur in **Cedar County, Iowa**.

4.10 Responsibility for Claims and Liability

4.10.1 The **Consultant** shall defend, indemnify and save harmless the Owner, the Iowa Department of Transportation, the State of Iowa, its agencies, agents, employees and assignees and the Federal Government from all claims and liabilities due to design error, omission or negligent act of the **Consultant**, its members, agents, stockholders, or employees in connection with performance of this Agreement.

4.11 Non-Raiding Clause

4.11.1 The **Consultant** shall not engage the services of any person or persons, then in the employment of the **Owner**, for work covered by this Agreement without the written consent of the employer of such person.

4.12 General Compliance with Laws

4.12.1 The **Consultant** shall comply with all Federal, State and Local laws and ordinances applicable to the work.

4.13 Subletting, Assignment or Transfer

4.13.1 Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the **Contract Administrator** and the Iowa DOT and the FHWA (when applicable) concurs.

4.14 Forbidding Use of Outside Agents

4.14.1 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 bona fide employees working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul the Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or counterpart fee.

4.15 Consultant's Endorsement on Plans

4.15.1 The **Consultant** shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer or architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

4.16 Compliance with Title 49, Code of Federal Regulations

4.16.1 During the performance of this Agreement, the **Consultant** and its assignees and successors in interest agree as follows:

4.16.1.1 Compliance with Regulations

4.16.1.1.1 The **Consultant** will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49,

Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4.16.1.2 Nondiscrimination

4.16.1.2.1 The **Consultant**, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in the Regulations.

4.16.1.3 Solicitation for Subconsultants, Including Procurement of Materials and Equipment

4.16.1.3.1 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 race, religion, age, physical disability, sex, or national origin.

4.16.1.4 Disadvantaged Business Enterprises

4.16.1.4.1 The **Consultant** or its subconsultants agree(s) 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. The **Consultant** and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex or national origin in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa DOT has submitted to the U.S. DOT, or the **Consultant** has submitted to the Iowa DOT, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa DOT and/or **Consultant** agrees(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement.

Upon notification to the **Consultant** of its failure to carry out the approved program, the **Owner**, the Iowa DOT, and/or the U.S. DOT shall 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** or any of its subconsultants are hereby advised that failure to fully comply with the Iowa Department of Transportation's DBE Program shall constitute a breach of contract and may result in termination of this Agreement or agreement(s) by the **Owner** or such remedy as the **Owner** deems appropriate. Refer to Article 4.6 of the Agreement.

4.16.1.5 Information and Reports

4.16.1.5.1 The **Consultant** will provide all information and reports required by the regulations, orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa DOT, or the FHWA, to be pertinent to ascertain compliance with 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 DOT, or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain information.

4.16.1.6 Sanctions for Noncompliance

4.16.1.6.1 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:

...1.6.1.1 Withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, and/or

...1.6.1.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

4.16.1.7 Incorporation of Provisions

4.16.1.7.1 The **Consultant** will include the provisions of Article 4.16.1.1 through 4.16.1.6 of this Agreement in every subagreement, including procurements of materials and lease of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The **Consultant** will take such action with respect to any subagreement or procurement as the **Owner**, Iowa DOT, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; 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**, the Iowa DOT, or the United States to enter into such litigation to protect the interests of the **Owner**, the Iowa DOT, and the United States, respectively.

4.17 Access to Records

4.17.1 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 payment under the Agreement, for inspection and audit by the **Owner**, Iowa DOT, FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.18 Iowa DOT and Federal Highway Administration Participation

4.18.1 The work under this Agreement shall be contingent upon and subject to the approval of the Iowa DOT and the Federal Highway Administration (if applicable). The Iowa DOT and the Federal Highway Administration 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.

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.

4.20 Choice of Law and Form

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 Cedar County District Court for the State of Iowa, Tipton, 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.

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 indicated.

AMENT, INC.

John C. Bender, P.E.
President

Date: _____, _____

CITY OF WEST BRANCH, IOWA

Donald Kessler
Mayor

Date: _____, _____

Iowa Department of Transportation
Accepted for FHWA Authorization*

By: _____

Date: _____, _____

Craig Markley, Director
Office of Systems Planning

* 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

Project Description

This project includes sidewalk and pedestrian improvements at five (5) locations in the City of West Branch:

- College Street Sidewalk and Bridge – Construction of approximately 500 feet of sidewalk along College Street and installation of pre-fabricated bridge over Wapsinonoc Creek;
- Greenview Connection – Construction of approximately 450 feet of 10-foot wide, multi-use path between two neighborhoods in the northwest corner of the City;
- Oliphant Street Sidewalk – Construction of 2,100 feet of sidewalk along Oliphant Street. Project involves some retaining wall work and will impact some private landscaping on City-owned right-of-way;
- Orange Street Connection – Construction of approximately 350 feet of sidewalk to connect Orange Street to Middle School Building; and
- Poplar Street Sidewalk – Construction of approximately 550 feet of sidewalk along Poplar Street. This area is adjacent to City Hall parking lot and the high school football field and has limited right-of-way available.

Scope of Services

The design services to be provided for the project under this Agreement will include the preliminary and final design of the elements as described above. The services include review of the existing conditions, final selection of sidewalk and bridge locations, preparation of a Concept Statement, and the preparation of preliminary and final plans, details and special provisions in a format suitable for an Iowa Department of Transportation (DOT) letting, meetings, and coordination. The Scope of Services is further defined by the following tasks:

Task 1 – Data Collection. This task will include the survey of the existing features for the construction of the sidewalks and bridge described above. Features to be surveyed will include driveways, landscaping features, trees, shrubs, above-ground utilities, stream profile near bridge, valley cross sections, and other miscellaneous items. The survey will include the identification of property corners for new sidewalk locations, where property pins are present and able to be located. This task also includes research to determine status of easement between the Greenview and Pederson Valley neighborhoods.

Task 2 – Concept Statement. This task includes the development of a concept statement to be submitted to the Iowa DOT.

Task 3 – Hydraulic Analysis. This analysis will utilize the hydraulic model from the current Cedar County Flood Insurance Study. The existing model will be requested from the Federal Emergency Management Agency (FEMA). The hydraulic review will include sizing the proposed bridge to meet current Iowa Department of Natural Resources (DNR) requirements. Modeling results will be compared to the 100-year flood profiles shown in the Cedar County Flood Insurance Study to verify a “no-rise” condition can be achieved for the 100-year flood event. Two hydraulic models will be required, including: the Effective Conditions Model (Existing Conditions Model) and the Proposed Conditions Model (with the proposed bridge and approach grade). A recommended bridge length will be determined based on hydraulic modeling using the U.S. Army Corps of Engineers Water Surface Profile Model. Each of these models will require a Multiple Profile Analysis (10-, 50-, 100- and 500-year). The scope of work assumes a Letter of Map Revisions will not be required from FEMA.

Task 4 – Preliminary Bridge Design. This task includes preliminary design of abutments and sidewalk approaches. This task also includes review of pre-fabricated bridge structures to select a model that fits the specific requirements of this location.

Task 5 – Geotechnical Review. This task will evaluate the existing geotechnical conditions at the bridge site and provide recommendations regarding the design and construction of foundations for the proposed bridge.

Task 6 – Preliminary Sidewalk Design. This task includes the preliminary design of the plan-and-profile sheets for the sidewalk locations described above. Title sheet and typical cross sections will also be developed. The preliminary design will identify impacts to property owners along the proposed sidewalk. These impacts may include driveway modifications, relocation of landscaping and the placement of small, low-profile retaining walls. The preliminary plans will be developed in Iowa DOT format and submitted to the Iowa DOT and the City for review.

Task 7 – Right-of-Way / Easement Assistance. This task includes assisting the City in obtaining necessary temporary easements for property owners adjacent to the proposed sidewalks. This will include preparation of drawings indicating impacts to properties, but will not include preparation of right-of-way plats or easement exhibits or any property acquisition negotiations. No permanent right-of-way or easement acquisitions are anticipated to be required for this project.

Task 8 – Final Plans. This task includes the development of final plans. The final plans will include the following:

- A-Series Sheets. The title and legend sheets will be prepared with Iowa DOT standards.
- B-Series Sheets. Typical cross sections and details.
- C-Series Sheets. Bid items, quantities and estimate reference notes will be developed. Bid items will be standard Iowa DOT bid items and specifications will be as per the 2009 Iowa DOT Standard Specifications. General notes will be selected from the Iowa DOT Road Design Details. Tabulations will be developed for major bid items.
- D-Series Sheets. The plan sheets from the preliminary plan submittal will be updated to include additional details and will be revised based on comments received. Proposed sign locations and crosswalk markings will be included.
- U-Series Sheets. Structural details for bridge abutments will be developed. Pre-fabricated bridge details will be included as needed.
- W-Series Sheets. Cross sections for sidewalk construction will be included.

This task also includes revisions to the final plans based on comments received from the Iowa DOT and the City and answering questions from the Office of Contracts prior to the letting of the project.

Task 9 – Project Administration. This task includes two (2) meetings with City staff to review the project. Separate meetings with private land owners or with school officials are not included in the scope of services. If these meetings are required, they shall be conducted by the City. Also included in this task are in-house, project-related administrative activities to be performed throughout the duration of this project.

Construction-Related Services

Construction-related services are not a part of this Agreement. The scope of construction-related services will be determined at the time the services are needed and will be defined under a Supplemental Agreement. Construction-related services include staking, on-site field review and contract administration during construction.

MATERIALS AND INFORMATION TO BE PROVIDED BY THE OWNER:

- Current list of property owner names and contact information (addresses and phone numbers).
- Bench marks with City datum, if available.
- City mapping of right-of-way and property lines and public utility information (storm sewer, sanitary sewer, water main, etc.)

RESPONSIBILITIES OF THE OWNER:

- Pay any required fees that are required for submittal with the project permit applications.
- Conduct Public Information Meetings and/or individual meetings with land owners and school officials to present and discuss the proposed Project design and anticipated property impacts.
- Perform property acquisition negotiations with impacted land owners and obtain signed property acquisition agreements from them.

DELIVERABLES

1. Meeting minutes.
2. Project Concept Statement and Location Map (submitted electronically in PDF file format) along with accompanying transmittal letter or e-mail.
3. One (1) set of Preliminary Plans (submitted electronically in PDF file format) and one (1) copy of a Draft Opinion of Anticipated Construction Cost (submitted electronically in PDF or Excel file format) along with accompanying transmittal letter or e-mail.
4. List of properties, if any, where the need for temporary construction easements is required.
5. One (1) set of Check Plans (submitted electronically in PDF file format), one (1) copy of each Draft Special Provision (submitted electronically in PDF or Word file format), and one (1) copy of an updated Opinion of Anticipated Construction Cost (submitted electronically in PDF or Excel file format) along with accompanying transmittal letter or e-mail.
6. One (1) set of reproducible Final Plans with original signatures (submitted electronically in PDF file format), one (1) copy of each Final Special Provision (submitted electronically in PDF or Word file format), and one (1) copy of the Final Opinion of Anticipated Construction Cost (submitted electronically in Excel file format) along with accompanying transmittal letter or e-mail.
7. One (1) electronic Trns*Port bid item file.
8. Project Development Certification (PDC) (Form 730002) to OWNER for submittal to State.
9. Copy of Iowa Department of Natural Resources Notice of Intent for NPDES Coverage under General Permit No. 2 permit application – along with copies of two (2) proofs of published notice – for signature and submittal by CITY to appropriate CITY, County, State, or Federal agencies.
10. Three (3) copies of structural calculations, if performed.

ATTACHMENT B
Specifications
Road

Specifications for deliverables shall use Iowa DOT Standard Specifications, but Special Provisions, plans and details shall be developed by the Consultant. Refer to the following examples:

A. Road Plans

Current Highway Divisions Road Design Manual and applicable sections of the Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and cost opinions.

1. Special Provisions required in addition to the Standard Specifications of the Iowa DOT will be furnished by the Consultant.
2. Property owners' names shall be shown on the plans and the approximate limits of their holdings. A preliminary right-of-way and/or easement layout shall be submitted to the Owner, showing "need" distances and proposed right-of-way and/or easement lines.
3. The Consultant shall indicate proposed right-of-way and/or easement lines, encroachments, etc., on the final construction plans.

B. Right-of-Way Layout (If Applicable)

It shall be the responsibility of the Consultant to perform the following functions in order to complete the right-of-way phase of the project contract:

1. To prepare a set of right-of-way plans showing the following:
 - a. The temporary easements necessary for the construction of the project.
 - b. Known property lines.
 - c. Existing right-of-way for state highways, county roads and city streets.
2. To make calculations of the different right-of-way taking areas necessary to complete the right-of-way plans.
3. To make revisions to right-of-way plans due to change of ownerships, design revisions and revisions required by property owners. Any required negotiations and communications with property owners will be completed by the Owner.

This work listed above shall be done as prescribed and in the manner set forth in the current Right-of-Way Design Manual.

**ATTACHMENT C (referenced from 3.1)
Fees and Payments - Cost Plus Fixed Fee**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amounts of the **Consultant's** actual cost plus applicable fixed fee amount. **Consultants'** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment H. The nature of engineering services is such that actual costs are not completely determinate. Therefore, it is possible that the **Consultant's** actual costs may exceed those shown in Attachment H and as shown below. A contingency amount has been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs	\$ 33,019.00
Fixed Fee [Prime Only]	\$ 4,710.00
Contingency [Prime Only]	\$ 3,252.00
Maximum Amount Payable	\$ 40,981.00

If 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 and the FHWA (when applicable). The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount. 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 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. If the **Consultant** exceeds the estimated actual costs for any reason (other than that covered in Section 3.1.1.2.3) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny the use of the contingency amount.

The fixed fee amount will not be changed unless there is a substantial change in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. Any change in the fixed fee amount will be made by a Supplemental Agreement or Extra Work Order. The maximum amount payable under this Agreement is \$ 40,981.00 which is the sum of the above amounts. The maximum amount payable can not be exceeded except by Supplemental Agreement or Extra Work Order if the **Consultant** establishes there is a substantial change in scope, character, or complexity of the services covered by this Agreement, the **Contract Administrator** agrees, and the Iowa DOT and FHWA (when applicable) concurs. 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 may be increased by a Supplemental Agreement or Extra Work Order, or this Agreement will be terminated, with the **Owner** having the right, at its discretion, to terminate this Agreement without payment of the amount exceeding the maximum amount payable. The **Owner** or the Iowa DOT 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 Title 48, Subchapter E., Part 30 (full cost accounting standards; when applicable), section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation. These 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 32.25% of direct salary costs and general overhead costs are 155.78% of direct salary costs. Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and shall be used to update previous year invoices and subsequent year 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 estimated 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) shall not exceed 2 percent of the total direct salary cost without written authorization.

3.1.1.4 Payments. Monthly payments shall be made based on the percentage of 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 portion of the fixed fee to be paid will be in the proportion of the actual work completed and documented on the monthly progress reports.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and/or amounts earned. Payment of 100% of the total cost claimed 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 D
Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. 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.
2. 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 of default.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 IOWA
LINN, County

I, John C. Bender, P.E., President of Ament, Inc., 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 _____, _____.

ATTACHMENT E
Certification of Consultant

I hereby certify that I, John C. Bender, P.E., am the President and duly authorized representative of the firm of Ament, Inc., whose address is 625 32nd Avenue SW, Cedar Rapids, IA 52404, and that neither I nor the above firm here represented 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)

Made this _____ day of _____, _____.

ATTACHMENT F
Certification of Owner

I hereby certify that I, Donald Kessler, am the Mayor and the duly authorized representative of the Owner, and that the above consulting firm or its 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 the Iowa DOT 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)

Made this _____ day of _____, _____.

ATTACHMENT G

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 (2013)
 Labor Dollars (2012)
 Labor Dollars (2011)
 Overhead (2013)
 Overhead (2012)
 Overhead (2011)
 Direct Expenses
 Mileage
 Per Diem
 CADD

Subconsultants (including authorized contingency)
 Name
 Name
 Name

Subtotal
 Fixed Fee
 Authorized Contingency
 Total Authorized Amount
 Total Billed To Date
 Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours (2013)
 Labor Hours (2012)
 Labor Hours (2011)

ATTACHMENT G

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

Subconsultants (including authorized contingency)
 Name
 Name
 Name

Subtotal
Fixed Fee
Authorized Contingency
 Total Authorized Amount
Total Billed To Date
Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours

**ATTACHMENT H
CONSULTANT FEE PROPOSAL**

I. Direct Labor Cost

Employee Classification	Hours	Rate	Amount
E8 - Principal	2	\$64.50	\$129.00
E6 - Project Manager	54	\$43.25	2,335.50
E4 - Project Engineer	26	\$30.00	780.00
D4 - Designer	190	\$31.50	5,985.00
LS Manager	1	\$49.75	49.75
LSIT - Land Surveyor Intern	23	\$23.25	534.75
T4 - Technician	26	\$21.00	546.00
T3 - Technician	26	\$17.50	455.00
A3 - Administration	1	\$29.25	29.25
C3 - Clerical	4	\$14.25	57.00
Direct Labor Total	353		\$10,901.25

II. Payroll Burden and Overhead Costs

Indirect Cost Factor (Overhead Rate) = 188.03%

Total Indirect Costs = \$20,497.62

III. Direct Project Expenses	Quantity	Rate	Amount
Mileage (miles)	600	\$0.555	\$333.00
Reproductions (each)	430	\$0.10	43.00
Postage (oz.)	100	\$0.44	44.00
GPS Equipment (hours)	20	\$30.00	600.00
Per Diem (days)	4	\$25.00	100.00
Total Direct Expenses =			\$1,120.00

IV. Subconsultant Costs

Knapp-Warden, LLC	(Lump Sum Fee)	\$500.00
Total Subconsultants =		\$500.00

V. Estimated Actual Costs (I + II + III + IV) = \$33,019.00 (ROUNDED)

VI. Fixed Fee - Prime Only (15% of I + II) = \$4,710.00 (ROUNDED)

VII. Contingency - Prime Only (10% of I + II + III) = \$3,252.00 (ROUNDED)

IX. Total Estimated Cost (VI + VII + VIII) = \$40,981.00

coverage enrollment event you may make a change in coverage provided you do so as soon as possible of that event. Please contact the City Clerk to determine if the change qualifies as an event under the plan document.

At the end of each fiscal year, during open enrollment you are free to change your medical elections for the following fiscal year, whether or not you have a change event.

DENTAL INSURANCE

West Branch currently offers regular full-time employees, dental coverage for themselves, their spouse and dependents. Coverage takes effect the first day of the month following the employees hire date, if the employees hire date is the 1st of the month coverage begins that day.

FLEXIBLE SPENDING ACCOUNT

West Branch offers an employee-funded flexible spending account to regular full-time employees. Just before the beginning of the calendar year, plan participants may elect an annual amount of flexible dollars to pay for eligible dependent care and health care expenses

GROUP LIFE INSURANCE

West Branch offers regular full-time employees who are employed by West Branch, an employer-paid basic group term life policy along with an accidental death and dismemberment policy. Each policy pays a death benefit equal to \$15,000, accidental is \$20,000.

SUPPLEMENTAL INSURANCE

West Branch offers supplemental voluntary insurance coverage.

VACATION – PERSONAL DAYS

Regular full-time employees shall accrue vacation leave credit, based on regular full time equivalent service and prorated on a pay period basis. Annual vacation shall be accrued as follows:

Years of Service	Annual Vacation Hours
Hire date up to 5 years	104
5 years but less than 10 years	128
10 years or more	184

Vacation will not be paid if employment terminates within the orientation period. Vacation time may not be accumulated to more than 240 hours. Any accumulation of vacation hours above 240 will be forfeited by each employee on July 1st of each year, effective July 1, 2012. Vacation usage is subject to approval by the Department Director.

Employee	Vacation Accrual
Borland, Ashley	26.15
Brandt, Dawn	139.71
Goodale, Matt	47.81
Hanna, Kory	163.58
Horihan, Mike	28.00
Karr, Danny	237.57
Knoche, Rebecca	54.15
Moss, Tim	24.84
Muckler, Matt	25.78
O'Neil, Paul	68.54
Russell, Melissa	191.61
Shimmin, Nick	128.93
Stewart, Tom	23.35