

Memo

To: Mayor and City Council
From: Rob McDonald
Date: March 21, 2011
Re: Testing Services for the Wastewater Treatment Plant

ISSUE

A large number of material testing needs to be done for the proposed Wastewater Treatment Plant (WWTP), primarily for soil and concrete. I received a quote from Shive-Hattery Engineers for testing services for \$114,913.00 which is attached. I compared this firm with two other companies that specialize in testing services. For comparison purposes, Shive-Hattery costs were adjusted to \$113,288.90 (to compare apples to apples). The adjusted Terrecon cost was \$105,201.49. The adjusted TEAM Services cost was \$80,543.90. Even though Shive-Hattery cost looks like the highest cost, you must consider the fact that Shive-Hattery (through Fox Engineering) is under contract to do limited resident inspection—to the tune of \$52,000 or 650 hours of service. Mileage is apparently not included in the this amount, but was considered in the comparison.

After accounting for efficiencies of being on site for resident inspection, the Shive-Hattery cost can be reduced to \$97,696.90. The following comparison can be made:

	<u>Shive-Hattery Engineering</u>	<u>Terrecon Consultants</u>	<u>TEAM Services</u>
100% Testing	\$97,696.90 (\$114,913 Unadjusted)	\$105,201.49	\$80,543.90
50% Inspection	\$41,052.45	Not competitive	\$40,271.95

These costs are approximate because it is not known exactly how much testing will be needed, nor is it known how many days per week Shive-Hattery will be on site. Using TEAM Services, the cost savings is estimated to be about \$17,000 with full testing or \$800 with 50% of the proposed testing. I will be attempting to eliminate unnecessary testing wherever possible.

RECOMMENDATION

I recommend hiring TEAM Services for a maximum of \$80,543.90 due to the much lower personnel costs than Shive-Hattery. Billing would be based on unit prices for only the testing needed.

RESOLUTION NO. 2011-_____

RESOLUTION AWARDDING TESTING SERVICES FOR
THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT

BE IT RESOLVED by the City Council of Washington, Iowa:

That the lowest unit prices for testing services, with a total of \$77,428.90 and an adjusted total of \$80,543.90 (maximum), submitted by TEAM Services, Inc. for the Wastewater Treatment Facility Improvements Project, be and the same is hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute the contract with said company for the Wastewater Treatment Facility Improvements Project.

Passed and approved this 6th day of April 2011.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

ESTIMATE FOR MATERIAL TESTING AND INSPECTIONS
FOR WASTEWATER TREATMENT FACILITY IMPROVEMENTS
WASHINGTON, IOWA

MAXIMUM TESTING & INSPECTION REQUIREMENTS				
	SHIVE-HATTERY	UNIT	COST	
ROUGH GRADING				
Technician	21 trips @ 3 hours/trip	\$77.00	4,851.00	
Nuclear Gauge	169 tests	\$7.00	1,183.00	
Standard Proctor	4 tests	\$120.00	480.00	
Atterberg Limits	4 tests	\$120.00	480.00	
Project Management	3 hours	\$95.00	285.00	
Mileage	1890 miles (adjusted)	\$0.51	963.90	
			8,242.90	
TRENCHING AND BACKFILLING FOR PIPING SYSTEMS				
Technician	21 trips @ 2.5 hours/trip	\$77.00	5,967.50	
Nuclear Gauge	67 tests	\$7.00	469.00	
Standard Proctor	2 tests	\$120.00	240.00	
Atterberg Limits	2 tests	\$120.00	240.00	
Project Management	4 hours	\$95.00	380.00	
Mileage	1890 miles (adjusted)	\$0.51	963.90	
			8,260.40	
STRUCTURE EXCAVATION AND BACKFILL				
Technician	41 trips @ 2.5 hours/trip	\$77.00	7,892.50	
Nuclear Gauge	86 tests	\$7.00	602.00	
Standard Proctor	1 test	\$120.00	120.00	
Gradation	1 test	\$120.00	120.00	
Bearing Tests	12 tests	\$7.00	84.00	
Project Management	5 hours	\$95.00	475.00	
Senior Project Mgt.			0.00	
Mileage	3690 miles (adjusted)	\$0.51	1,881.90	
			11,175.40	
AGGREGATE SUBBASE				
Technician	16 trips @ 2.5 hours/trip	\$77.00	3,080.00	
Nuclear Gauge	47 tests	\$7.00	329.00	
Standard Proctor	1 test	\$120.00	120.00	
Gradation	1 test	\$120.00	120.00	
Project Management	2 hours	\$95.00	190.00	
Mileage	1440 miles (adjusted)	\$0.51	734.40	
			4,573.40	
GRANULAR SURFACE				
Technician	8 trips @ 2.5 hours/trip	\$77.00	1,540.00	
Nuclear Gauge	23 tests	\$7.00	161.00	
Standard Proctor	1 test	\$120.00	120.00	
Gradation	1 test	\$120.00	120.00	
Project Management	1 hours	\$95.00	95.00	
Mileage	720 miles (adjusted)	\$0.51	367.20	

	TERRECON	UNIT	COST	
21 trips @ 3.5 hours/trip		\$45.00	3,307.50	
169 tests		\$5.00	845.00	
4 tests		\$110.00	440.00	
4 tests		\$70.00	280.00	
7.25 hours		\$85.00	616.25	
2310 miles (adjusted)		\$0.63	1,455.30	
			6,944.05	
21 trips @ 3.5 hours/trip		\$45.00	3,307.50	
67 tests		\$5.00	335.00	
2 tests		\$110.00	220.00	
2 tests		\$70.00	140.00	
6.25 hours		\$85.00	531.25	
2310 miles (adjusted)		\$0.63	1,455.30	
			5,989.05	
12 trips @ 4 hours/trip		\$85.00	3,120.00	
29 trips @ 3.5 hours/trip		\$45.00	4,567.50	
86 tests		\$5.00	430.00	
1 test - Rock		\$125.00	125.00	
1 test		\$130.00	130.00	
12 tests - Included			0.00	
11 hours		\$85.00	935.00	
2 hours		\$99.00	198.00	
4510 miles (adjusted)		\$0.63	2,841.30	
			12,346.80	
16 trips @ 3.5 hours/trip		\$45.00	2,520.00	
47 tests		\$5.00	235.00	
1 test		\$125.00	125.00	
1 test		\$130.00	130.00	
4.5 hours		\$85.00	382.50	
1760 miles (adjusted)		\$0.63	1,108.80	
			4,501.30	
8 trips @ 3.5 hours/trip		\$45.00	1,260.00	
23 tests		\$5.00	115.00	
1 test		\$125.00	125.00	
1 test		\$130.00	130.00	
2.5 hours		\$85.00	212.50	
880 miles (adjusted)		\$0.63	554.40	

	TEAM SERVICES	UNIT	COST	
21 trips @ 3.5 hours/trip (adj.)		\$37.00	2,719.50	
169 tests - Included			0.00	
4 tests		\$95.00	380.00	
4 tests		\$45.00	180.00	
5 hours		\$55.00	275.00	
2310 miles (110 mi./trip)		\$0.69	1,593.90	
			5,148.40	
21 trips @ 3.5 hours/trip (adj.)		\$37.00	2,719.50	
67 tests - Included			0.00	
2 tests		\$95.00	190.00	
2 tests		\$45.00	90.00	
5 hours		\$55.00	275.00	
2310 miles		\$0.69	1,593.90	
			4,868.40	
41 trips @ 3.5 hours/trip (adj.)		\$37.00	5,309.50	
86 tests - Included				
1 test		\$95.00	95.00	
1 test		\$88.00	88.00	
12 tests - Included			0.00	
6 hours		\$105.00	630.00	
4510 miles		\$0.69	3,111.90	
			9,234.40	
16 trips @ 3.5 hours/trip (adj.)		\$37.00	2,072.00	
47 tests - Included			0.00	
1 test		\$95.00	95.00	
1 test		\$88.00	88.00	
4 hours		\$55.00	220.00	
1760 miles		\$0.69	1,214.00	
			3,689.00	
8 trips @ 3.5 hours/trip (adj.)		\$37.00	1,036.00	
23 tests - Included			0.00	
1 test		\$95.00	95.00	
1 test		\$88.00	88.00	
2 hours		\$55.00	110.00	
880 miles		\$0.69	607.20	

				2,403.20
CEMENT CONCRETE PAVEMENT				
Technician	5 trips @ 2.5 hours/trip	\$77.00		962.50
Cylinders	5 sets of 3	\$63.00		315.00
Gradations	2 tests	\$120.00		240.00
Project Management	2 hours	\$95.00		190.00
Mileage	450 miles (adjusted)	\$0.51		229.50
				1,937.00
CAST-IN-PLACE CONCRETE				
Technician	157 trips @ 2.5 hours/trip			
	6 trips @ 4.5 hours/trip	\$77.00		32,301.50
Cylinders	174 sets of 4	\$84.00		14,616.00
Gradations	16 tests	\$120.00		1,920.00
Rebar inspections	100 hours	\$77.00		7,700.00
Project Management	20 hours	\$95.00		1,900.00
Mileage	14,670 miles (adjusted)	\$0.51		7,481.70
				65,919.20
MASONRY UNITS				
Technician	4 trips @ 3.5 hours/trip	\$77.00		1,078.00
Sample Pick-up	4 trips @ 2.5 hours/trip (added)	\$37.00		370.00
Grout Cubes	4 sets of 3	\$40.00		160.00
Prisms	4 sets of 2	\$375.00		1,500.00
Project Management	1 hour	\$95.00		95.00
Mileage	360 miles (adjusted)	\$0.51		183.60
				3,386.60
STRUCTURAL STEEL DECK				
Technician	12 trips @ 6 hours/trip	\$95.00		6,840.00
Mileage	1080 miles (adjusted)	\$0.51		550.80
				7,390.80
				113,288.90

				2,396.90
	5 trips @ 3.5 hours/trip	\$45.00		787.50
	5 sets of 3	\$48.00		240.00
	2 tests			200.00
	1.75 hours	\$85.00		148.75
	550 miles (adjusted)	\$0.63		346.50
				1,722.75
	157 trips @ 3.5 hours/trip	\$45.00		24,727.50
	6 trips @ 7 hours/trip	\$45.00		1,890.00
	174 sets of 4	\$48.00		8,352.00
	16 tests			1,600.00
	100 hours	\$45.00		4,500.00
	70 hours	\$85.00		5,950.00
	17,930 miles (adjusted)	\$0.63		11,295.90
				58,315.40
	4 trips @ 5 hours/trip	\$55.00		1,100.00
	4 trips @ 3 hours/trip	\$45.00		540.00
	4 sets of 3	\$20.00		240.00
	4 sets of 2	\$250.00		2,000.00
	3 hours	\$85.00		255.00
	880 miles (adjusted)	\$0.63		554.40
				4,689.40
	12 trips @ 7 hours/trip	\$75.00		6,300.00
	3168 miles - Regional Insp.	\$0.63		1,995.84
				8,295.84
				105,201.49

REJECT

	5 trips @ 3.5 hours/trip (adj.)	\$37.00		647.50
	5 sets of 3			150.00
	2 tests	\$88.00		176.00
	2 hours	\$55.00		110.00
	550 miles	\$0.69		379.50
				1,463.00
	157 trips @ 4 hours/trip	\$37.00		23,236.00
	6 trips @ 8 hours/trip	\$37.00		1,776.00
	174 sets of 4			6,960.00
	16 tests	\$88.00		1,408.00
	100 hours - Included			0.00
	40 hours	\$55.00		2,200.00
	17,930 miles	\$0.69		12,371.70
				47,951.70
	4 trips @ 4 hours/trip	\$37.00		592.00
	4 trips @ 3 hours/trip (added)	\$37.00		444.00
	4 sets of 3			168.00
	4 sets of 2			204.00
	1 hour	\$55.00		55.00
	880 miles (adjusted)	\$0.69		607.20
				2,070.20
	12 trips @ 7 hours/trip (adj.)	\$62.00		5,208.00
	1320 miles	\$0.69		910.80
				6,118.80
				80,543.90

DIFFERENCE 32,745.00

DEDUCTION FOR EXTRA TRAVEL TIME (SHIVE-HATTERY)

ROUGH GRADING			
21 trips @ 2 hours/trip	\$77.00		3,234.00
TRENCHING AND BACKFILLING FOR PIPING SYSTEMS			
21 trips @ 2 hours/trip	\$77.00		3,234.00
STRUCTURE EXCAVATION AND BACKFILL			
41 trips @ 2 hours/trip	\$77.00		6,314.00
AGGREGATE SUBBASE			
16 trips @ 2 hours/trip	\$77.00		2,464.00
GRANULAR SURFACE			
8 trips @ 2 hours/trip	\$77.00		1,232.00
CEMENT CONCRETE PAVEMENT			
5 trips @ 2 hours/trip	\$77.00		770.00
CAST-IN-PLACE CONCRETE			
163 trips @ 2 hours/trip	\$77.00		25,102.00
MASONRY UNITS			

STRUCTURAL STEEL DECK	8 trips @ 2 hours/trip	\$77.00	1,232.00
	12 trips @ 2 hours/trip	\$95.00	2,280.00
	590 hours		45,862.00
	300 actual hours		

DEDUCTION FOR NO EXTRA MILEAGE (SHIVE-HATTERY)

ROUGH GRADING	963.90
TRENCHING AND BACKFILLING FOR PIPING SYSTEMS	963.90
STRUCTURE EXCAVATION AND BACKFILL	1,881.90
AGGREGATE SUBBASE	734.40
GRANULAR SURFACE	367.20
CEMENT CONCRETE PAVEMENT	229.50
CAST-IN-PLACE CONCRETE	7,481.70
MASONRY UNITS	183.60
STRUCTURAL STEEL DECK	550.80
	13,356.90

MAXIMUM DEDUCT 54,070.00

TESTING HOURS

	806
RPR HOURS	650
650 hours/78 weeks = 8.33 hours/week (incl. 2 hours travel; mileage not included)	\$80.00
Minus 4 (2 hours travel x 2 times/week)	
4.33 hours/week available	

MAXIMUM DEDUCT

Most you can credit Shive-Hattery is 4 hours/week x 78 weeks = 312 hours, so:
 Personnel Time 312 hours x \$77 = \$24,024.00
 Mileage 78 weeks x 2 trips/week x 90 mile/trip x 0.51 = 7,160.00
 31,184.00
 0.50
 15,592.00
 REALISTIC TRAVEL DEDUCT

Could be 1 trip/week
 With maximum testing
 Assume visits coincide with testing 1/2 the time

DIFFERENCE

<u>WITH FULL TESTING</u>	FULL TESTING COST	113,288.90
	TRAVEL DEDUCT	-15,592.00
	NET TESTING COST	97,696.90

NET TESTING COST \$80,543.90

WITH 1/2 TESTING

	FULL TESTING COST	113,288.90
	HALF OF TESTING	0.50
	TRAVEL DEDUCT	56,644.45
	NET TESTING COST	-15,592.00
		41,052.45

TESTING COST 80,543.90
 HALF OF TESTING 0.50
 NET TESTING COST 40,271.95

\$780.50

REJECT

APPROVE

March 15, 2011



City of Washington
215 East Washington Street
Washington, IA 523

Attn: Robert McDonald, P.E., City Engineer

Re: Construction Testing Services
Wastewater Treatment Facility Improvements
Washington, IA
TEAM Proposal No. 11-534

Dear Mr. McDonald:

Thank you for giving us the opportunity to provide you with our unit rates for this project. We can provide these services from our Cedar Rapids office. We understand that the following scope and fee estimate represents the maximum amount of testing that could be done and that actual testing could be considerably less. The following scope and fees are based on the information provided by Robert McDonald, P.E. in an email message to our Mr. Cory Denham on March 14, 2011.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

TEAM Services is accredited in the areas of concrete, soils, aggregates, steel, fireproofing, and asphalt. With our ISO 9000 compliant accreditation, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly.

**MAXIMUM TESTING & INSPECTION REQUIREMENTS
 BASED ON SCOPE PROVIDED BY THE CITY OF WASHINGTON**

Observations/tests to be performed		No. of Visits	Hours /visit	Total # units	\$ Unit rates	Extension
ROUGH GRADING						
1.	Services of a Field Technician	21	3	63	\$37.00	\$2,331.00
2.	Field Density Tests	No charge - included in Technician rate				
3.	Standard Proctor Tests			4 tests	\$95.00	\$380.00
4.	Atterberg Limits Tests			4 tests	\$45.00	\$180.00
5.	Project Management, including Data Entry			5 hours	\$55.00	\$275.00
6.	Mileage Charges	21		2310 miles	\$0.69	\$1,593.90
TRENCHING AND BACKFILLING FOR PIPING SYSTEMS						
7.	Services of a Field Technician	21	3	63	\$37.00	\$2,331.00
8.	Field Density Tests	No charge - included in Technician rate				
9.	Standard Proctor Tests			2 tests	\$95.00	\$190.00
10.	Atterberg Limits Tests			2 tests	\$45.00	\$90.00
11.	Project Management, including Data Entry			5 hours	\$55.00	\$275.00
12.	Mileage Charges	21		2310 miles	\$0.69	\$1,593.90
STRUCTURE EXCAVATION AND BACKFILL						
13.	Services of a Field Technician	41	3	123	\$37.00	\$4,551.00
14.	Field Density Tests	No charge - included in Technician rate				
15.	Standard Proctor Tests			1 test	\$95.00	\$95.00
16.	Sieve Analysis, including No. 200 Wash			1 test	\$88.00	\$88.00
17.	Bearing Tests	Included in Technician Visits				
18.	Project Management - Services of Principal Engineer			6 hours	\$105.00	\$630.00
19.	Mileage Charges	41		4510 miles	\$0.69	\$3,111.90
AGGREGATE SUBBASE						
20.	Services of a Field Technician	16	3	48	\$37.00	\$1,776.00
21.	Field Density Tests	No charge - included in Technician rate				
22.	Standard Proctor Tests			1 test	\$95.00	\$95.00
23.	Sieve Analysis, including No. 200 Wash			1 test	\$88.00	\$88.00
24.	Project Management, including Data Entry			4 hours	\$55.00	\$220.00
25.	Mileage Charges	16		1760 miles	\$0.69	\$1,214.40
GRANULAR SURFACE						
26.	Services of a Field Technician	8	3	24	\$37.00	\$888.00
27.	Field Density Tests	No charge - included in Technician rate				
28.	Standard Proctor Tests			1 test	\$95.00	\$95.00
29.	Sieve Analysis, including No. 200 Wash			1 test	\$88.00	\$88.00
30.	Project Management, including Data Entry			2 hours	\$55.00	\$110.00
31.	Mileage Charges	8		880 miles	\$0.69	\$607.20
CEMENT CONCRETE PAVEMENT						
32.	Services of a Field Technician	5	3	15	\$37.00	\$555.00
33.	Concrete Cylinder Compressive Strength Tests, including Molds			15 tests	\$10.00	\$150.00
34.	Sieve Analysis, including No. 200 Wash			2 tests	\$88.00	\$176.00
35.	Project Management, including Data Entry			2 hours	\$55.00	\$110.00
36.	Mileage Charges	5		550 miles	\$0.69	\$379.50

Wastewater Treatment Facility Improvements
Washington, IA
TEAM Proposal No. 11-534
March 15, 2011



Observations/tests to be performed		No. of Visits	Hours /visit	Total # units	\$ Unit rates	Extension
CAST-IN-PLACE CONCRETE						
37.	Services of a Field Technician (short trip)	157	4	628	\$37.00	\$23,236.00
38.	Services of a Field Technician (long trip)	6	8	48	\$37.00	\$1,776.00
39.	Concrete Cylinder Compressive Strength Tests, including Molds			696 tests	\$10.00	\$6,960.00
40.	Sieve Analysis, including No. 200 Wash			16 tests	\$88.00	\$1,408.00
41.	Rebar Inspections	Included in Technician Visits				
42.	Project Management, including Data Entry			40 hours	\$55.00	\$2,200.00
43.	Mileage Charges	163		17930 miles	\$0.69	\$12,371.70
MASONRY UNITS						
44.	Services of a Field Technician	4	4	16	\$37.00	\$592.00
45.	2"x2" Mortar Cube Compressive Strength Tests			12 tests	\$14.00	\$168.00
46.	4"x4"x8" Nominal Grout Specimen Compressive Strength Tests			8 tests	\$25.50	\$204.00
47.	Project Management, including Data Entry			1 hour	\$55.00	\$55.00
48.	Mileage Charges	4		440 miles	\$0.69	\$303.60
STRUCTURAL STEEL DECK						
49.	Services of a Certified Weld Inspector	12	4	48	\$62.00	\$2,976.00
50.	Transportation Charges	12		1320 miles	\$0.69	\$910.80
ESTIMATED FEE FOR ABOVE SCOPE						\$77,428.90

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely,

TEAM Services

Cory L. Denham
Eastern Iowa Construction Manager

Attachments: Fee Schedule, General Terms and Conditions, Scope of Accreditation

ACCEPTANCE

BY: _____ FOR: _____ DATE: _____
(Name of Individual) (Name of Firm)

PROJECT FEE SCHEDULE
Wastewater Treatment Facility Improvements
Washington, IA

TEAM Services, Inc.
Project No. 11-534

PERSONNEL

Services of Principal Engineer	105.00 / hour
Services of Senior Project Engineer	95.00 / hour
Services of Project Engineer	85.00 / hour
Services of Staff Engineer	75.00 / hour
Services of Administrative Assistant or CAD Drafter (incl computer)	55.00 / hour
Services of Engineering Technician	37.00 / hour
Services of Senior Engineering Technician	52.00 / hour
Services of AWS CWI Welding Inspector	62.00 / hour
Field Compaction Testing	37.00 / hour
Field Concrete Testing	37.00 / hour
Field Testing of Foundation Bearing Surfaces	37.00 / hour
Field Reinforcing Steel Inspection	37.00 / hour
Sample Pickup	37.00 / hour
Field Testing of Concrete Paving	37.00 / hour
Increase hourly rate by 1.5 for Saturday or regular days before 7 a.m. and after 5 p.m., by 2.0 for Sunday or holiday work, by 1.5 for courtroom testimony or deposition. Divide direct cost by 085 for subcontracting services.	

EQUIPMENT

Concrete and Asphaltic Concrete Coring Machine	67.00 / day
Diamond Bit Charges	4.00 / inch
Generator for Coring Machine	51.00 / day

CONCRETE

Concrete Cylinder Compressive Strength Tests, including Molds	10.00 / test
Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory	41.00 / each
Sawing of Sample Specimen	10.00 / each
Concrete Core Drilling	55.00 / core
Special Capping for Irregular Surface	8.00 / each
Concrete Core 9-point Length Tests	11.00 / core

MASONRY

Compressive Strength of 2 in. x 2 in. Grout or Mortar Cube	14.00 / each
Compressive Strength of 3 in. x 6 in. Grout or Mortar Cylinder	17.00 / each
Compressive Strength of 4 x 4 x 8 in. Nominal Grout Specimen	25.00 / test
Concrete Block Compressive Strength Test (includes Capping)	100.00 / each
Masonry Prism Compressive Strength Test (includes Capping)	115.00 / each

PROJECT FEE SCHEDULE
Wastewater Treatment Facility Improvements
Washington, IA

TEAM Services, Inc.
Project No. 11-534

LABORATORY TESTING SERVICES - SOIL & ROCK

Atterberg Limits Determination	45.00 / test
Constant Head Permeability Test	190.00 / test
Falling Head Permeability Test ASTM D5084	170.00 / test
Dry Density Determination	4.50 / test
Hydrometer Test	87.00 / test
Moisture Determination	4.50 / test
One-Point Proctor - Standard or Modified	46.00 / point
Pocket Penetrometer Test	2.00 / test
Sieve Analysis (Includes No. 200 Sieve Wash)	88.00 / test
Aggregate Sulfate Soundness ASTM C88	310.00 / test
Aggregate Organic Impurities ASTM C40	65.00 / test
Aggregate Freeze Thaw Test	210.00 / test
LA Abrasion and Impact (ASTM C131 C535)	175.00 / test
Alkali Reactivity - Mortar Bar Method 2 Aggregate Mix ASTM C1261	650.00 / test
Alkali Reactivity - Mortar Bar Method Sand Mix ASTM C1260	550.00 / test
Clay and Friable Particles in Aggregate ASTM C142	55.00 / test
Lightweight Particles in Aggregate ASTM C123	125.00 / test
Soil Organic Content ASTM D2974	50.00 / test
Standard Proctor Test (ASTM D-698)	95.00 / test
Modified Proctor - ASTM D1557	126.00 / test
Proctor Oversize Re-calculation (ASTM D-4718)	50.00 / test
Specific Gravity, Density & Absorption of Fine Aggregates	175.00 / test

ASPHALTIC CONCRETE

Asphaltic Concrete Bitumen Extraction	128.00 / test
Asphalt Content by Ignition Method ASTM D-6307	120.00 / test
Asphaltic Concrete Core Density FOB our Laboratory	25.00 / test
Sawcut of Sample Specimen	10.00 / cut
Gradation for Asphalt Aggregate	75.00 / test
Asphaltic Concrete Theoretical Max. Specific Gravity (Rice) ASTM D2041	128.00 / test
Asphalt Core Drilling	55.00 / core
Marshall Density & Stability (set of 3)	150.00 / test

TRANSPORTATION

Transportation Charges, Private Car or Company Vehicle	0.69 / mile
--	-------------

Resolution No. 2011- _____

RESOLUTION AWARDING WETLANDS MITIGATION SERVICES
FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT

BE IT RESOLVED by the City Council of Washington, Iowa:

That the lowest proposal for wetlands mitigation totaling \$16,988 submitted by Bruan Intertec for the Wastewater Treatment Facility Improvements Project be the same and is hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor or the City Engineer is hereby directed to execute the contract with said company for the Wastewater Treatment Facility Improvements Project.

Passed and approved this 6th day of April, 2011.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk



1601 Golden Aspen Drive • Suite 103 • Ames, Iowa 50010 • 800.433.3469 • www.foxeng.com

March 9, 2011

David Plyman
City Administrator
City of Washington
215 E. Washington Street
Washington, IA 52353

**Re: Westside Sanitary Sewer Project
Wetlands Mitigation Planning Services**

Mr. Plyman,

Part of the requirements for the Westside Sanitary Sewer Project was to obtain wetlands delineation for the project area, which was completed last fall by Bruan Intertec. The report found that there were some wetlands in the proposed project area, specifically at the stream crossing along Highway 1 south of town.

Throughout the design process, we have been looking at different routing options to minimize the overall project cost and come up with the best overall design. The route that was settled upon does disturb/damage a little larger area of wetlands. The IDNR and US Army Corp of Engineers is requiring that a wetlands mitigation plan be developed. In addition, there is also a requirement for monitoring of the wetland during construction and annually for a minimum of five years after completion.

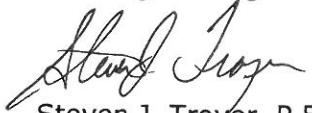
This wetlands mitigation work will add some cost to the project. Fortunately, we were able to save a considerable amount of money in construction costs (roughly \$30,000 or more).

We have obtained proposals from two companies that have the capabilities to complete this type of work (see attached). One was from Bruan Intertec, in the amount of \$16,988, and the other was from Griggs Environmental, in the amount of \$20,920.99. Based on the proposals received, we'd recommend selecting Bruan Intertec to complete this work.

Please add this to the next council meeting agenda for approval. I will be there on March 16th for the bid opening, so I can address any council questions at that time.

If you have any questions, or would like to discuss this further, please feel free to contact me. Thanks.

Sincerely,
FOX Engineering Associates, Inc.



Steven J. Troyer, P.E.

Enclosure

January 17, 2011

Proposal CR-11-00212

Mr. Steve Soupir
Fox Engineering Associates, Inc.
c/o City of Washington
1601 Golden Aspen Drive #103
Ames, IA 50010

Re: Proposal for Wetland Mitigation Planning Services and Annual Monitoring and Reporting
City of Washington Sanitary Sewer and Plant
Washington, Iowa

Dear Mr. Soupir:

Braun Intertec Corporation (Braun Intertec) respectfully submits this proposal to complete a draft wetland mitigation plan for the proposed City of Washington sanitary sewer and plant project located in Washington, Iowa.

Our Understanding of Project

The scope of services is based on the preliminary plans submitted to the Iowa Department of Transportation and Braun Intertec's wetland delineation that indicates that 1.93 acres of unavoidable impacts of wetlands will be impacted by the construction of the sanitary sewer. It is our understanding that the mitigation can be completed on City of Washington property that where already delineated that are not wetlands. Braun Intertec is assuming that we will need approximately 2.90 acres (1:1.5 ratio) of restored, established, or enhanced mitigated wetlands.

Scope of Services

Mitigation Plan

The draft wetland mitigation plan will be in general accordance with Department of the Army, Corps of Engineers 33 Code of Federal Regulation (CFR) Parts 325 and 332 and Environmental Protection Agency 40 CFR Part 230 both dated April 10, 2008. Our draft mitigation plan will include the following components:

- Objective
- Site selection criteria
- Site protection instrument
- Baseline information
- Determination of credits

- Mitigation work plan
- Maintenance plan
- Performance standards
- Monitoring requirements
- Long-term management plan
- Adaptive management plan
- Financial assurances

Once the draft plan is completed and has City of Washington's approval, it is anticipated that copies of the draft mitigation plan will be submitted to the Iowa Department of Natural Resources and Department of the Army, Corps of Engineers in Rock Island along with plans from Fox Engineering Associates, Inc.

Monitoring

Braun Intertec is anticipating that during construction of the wetland there will be required monitoring of the wetland and annual monitoring that will be required to be completed after the mitigation is completed. Braun Intertec will visit the site five times during the construction of the wetland. During the visits Braun Intertec will document construction compared to the mitigation plan and document observations. The observations and documentation will be compiled into a report.

It is anticipated that annual monitoring will be required by the Army, Corps of Engineers for a minimum of 5 years after completion of the wetland mitigation project. Braun Intertec will perform an annual site visit to document soil, vegetation and hydrology of the mitigation area. An annual report will be issued summarizing observation, conditions, and recommendations for the mitigation area.

Schedule

We anticipate that we commence work within approximately one day of project authorization. We anticipate being able to provide a draft wetland plan to you within two weeks of the completion of authorization to proceed. We will then prepare and submit 4 copies of our draft wetland mitigation plan (subject to your review and approval).

Fee

We will complete the wetland tasks described above on a unit rate bases. The following fees were estimated for this project.

Wetland Mitigation Plan -\$3,570.00

Mitigation Construction Review-\$3,258.00

Mitigation Monitoring-\$2,034.00/annually: \$10,170.00/5 years

For details of the estimated rate please refer to the attached cost estimate.

General Remarks

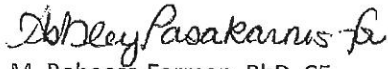
The Department of the Army, Corps of Engineers could require revisions and the above unit rates will apply. We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of this agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Ed Bertch at 319.365.0961.

Sincerely,
BRAUN INTERTEC CORPORATION



M. Rebecca Forman, PhD, CE
Project Scientist



Ed D. Bertch, PG
Associate Principal

Attachment: Cost Estimate
General Conditions (6-15-06)

CC: Mr. David Plyman, City of Washington, PO Box 516, Washington, IA 52353

Authorization to Proceed

Please proceed according to the described scope of services and General Conditions:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN
INTERTEC

COST ESTIMATE

CR-11-00212

City of Washington Sanitary Sewer

City of Washington
David Plyman
215 E. Washington Street
Washington, IA 52353

Service Desc: Wetland Mitigation Plan and Monitoring

Work Location: Highway 1
Washington, IA
Estimator: Bertch, Ed

Description:	Quantity:	Units:	Unit Price:	Extension:
Phase: Wetland Mitigation Plan				
	Start Date:	1/3/11	End Date:	1/18/11
Task: Project Management & Reporting				
Staff Scientist	24.00	Hours	96.00	2,304.00
Project Scientist	8.00	Hours	120.00	960.00
CADD/Graphics Operator	2.00	Hour	78.00	156.00
Project Management & Reporting Total:				3,420.00
Task: Expenses				
Shipping & Reproduction	3.00	Each	50.00	150.00
Expenses Total:				150.00
Wetland Mitigation Plan Total:				3,570.00
Phase: Mitigation Construction Review				
	Start Date:	2/5/11	End Date:	7/2/11
Task: Hazardous Materials Assessment				
Staff Scientist	20.00	Hours	96.00	1,920.00
Trip Charge	5.00	Trips	90.00	450.00
Hazardous Materials Assessment Total:				2,370.00
Task: Project Management & Reporting				
Staff Scientist	8.00	Hours	96.00	768.00
Project Scientist	1.00	Hours	120.00	120.00
Project Management & Reporting Total:				888.00
Mitigation Construction Review Total:				3,258.00
Phase: Mitigation Monitoring (5 Years)				
	Start Date:	5/1/11	End Date:	5/1/18
Task: Annual Wetland Monitoring				
Staff Scientist	45.00	Hours	96.00	4,320.00
Trip Charge	5.00	Trips	90.00	450.00
Annual Wetland Monitoring Total:				4,770.00
Task: Project Management & Reporting				
Staff Scientist	50.00	Hours	96.00	4,800.00
Project Scientist	5.00	Hours	120.00	600.00
Project Management & Reporting Total:				5,400.00
Mitigation Monitoring (5 Years) Total:				10,170.00
Project Total:				16,998.00

General Conditions

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.



GRIGGS ENVIRONMENTAL STRATEGIES LLC

1613 – 120TH STREET, BOONE, IOWA 50036

515/ 230-7044 (MOBILE) 515/ 724-7018 (FAX)

KEVIN@GRIGGS-STRATEGIES.COM WWW.GRIGGS-STRATEGIES.COM

February 24, 2011

Steven P. Soupir, P.E.
FOX Engineering Associates, Inc.
1601 Golden Aspen Drive, Suite 103
Ames, IA 50010

RE: Proposal for Wetland Mitigation Services
 City of Washington: West Side Sanitary Sewer Interceptor
 Washington, Iowa
 FOX Ref. No: 2045-09B.420
 GES Proposal No. 11-264B

Dear Mr. Soupir:

GRIGGS ENVIRONMENTAL STRATEGIES LLC (GES) appreciates the opportunity to provide a bid for wetland mitigation services for the above municipal infrastructure project. The purpose of this proposal is to perform wetland investigation activities, which specifically consists of compensatory wetland mitigation plan preparation, mitigation construction inspection, and mitigation monitoring. The activities will be performed in accordance with *Clean Water Act Section 404* (33 U.S.C. 1344).

1.0 BACKGROUND

The West Side Sanitary Sewer Interceptor project is proposed for construction by the City of Washington, Iowa. Design assistance for the project is being completed by FOX Engineering Associates, Inc. (client). A Wetland Delineation was completed in 2010 by Braun Intertec Corp. The delineation concluded that project construction will result in 1.41 acres for temporary wetland impact and 0.36 acre of permanent wetland impact. As such, compensatory mitigation will be required to satisfy conditions of a Section 404 Permit. The client has proposed an on-site mitigation feature and has requested this proposal on the behalf of the City of Washington to provide assistance in completing their mitigation obligations.

2.0 SCOPE OF SERVICES

Based on the above discussions, **GES** recommends the following scope of services.

Task 1. Compensatory Mitigation Plan

A Compensatory Mitigation Plan will be prepared by **GES** to identify and describe the client's mitigation measures and document the mitigation feature's suitability to serve as compensatory mitigation for the utility improvement project. The report will include criteria required by Corps' 2008 Compensatory Mitigation Rule including: mitigation concept, work plan, mitigation site wetland delineations/determinations, monitoring plan, provisions for long-term protection, management plan, performance criteria, and contingency plan. This task will also identify any further needed studies that may be required for Corps approval.

Task 2. Wetland Mitigation Construction Observation

GES will perform field observation at a pre-selected period during construction of the wetland mitigation area. This task includes visual classification of hydric soil during placement; photos of construction and planting; consultation with the general contractor on collection of seed tags. This proposal assumes one **GES** staff person will perform one site visit to observe construction of the mitigation area. If additional site visits are required, they will be invoiced at a time and materials basis.

Task 3a. Monitoring: Pre-field Investigation

GES will compile and assess existing site information using client file information, mitigation site design plans and as-built plans, and web-based Geographical Information Systems (GIS). Data to review includes regulatory correspondence, project location maps, design plans, Corps Regulatory Guidance Letter No. 06-03 (RGL 06-03), National Wetlands Inventory maps, County Soil Survey maps and tables, and aerial photographs. Based on the results of this investigation, all areas and features requiring field investigation will be identified.

Task 3b. Monitoring: Spring Site Visit – Hydrology Assessment, Photo Point establishment

GES will perform a spring site visit to coincide with expected wet conditions. During this visit, an assessment of the required hydrology indicators will be completed according to RGL 06-03. In addition, photo points will be established and staked during the first year and located in subsequent years and ground level photos taken to document current hydrology.

Task 3c. Monitoring: Summer Site Visit – Vegetation Assessment, Soils Assessment

GES will perform a late summer site visit to observe maximum vegetative development. During this visit, an assessment of the vegetation established will be documented according to RGL 06-03. Development of hydric soils will also be assessed and documented according to RGL 06-03. Additional photographs will be taken at the established photo points.

Task 3d. Wetland Mitigation Site Monitoring Report

GES will prepare annual technical reports for five years (2011-2015) to document the findings of the site assessments (hydrology, vegetation, soils, and photographs). The reports will address established performance standards, ratios and acreage of each type of vegetative community on the site, maintenance actions taken during the previous growing season, and the actions taken to address any remedial needs. The reports will contain sufficient detail to satisfy applicable conditions of the Section 404 Authorization.

3.0 SCHEDULE

I anticipate initiating the above-described activities upon receipt of written notice to proceed. Task 1 will be completed within 30 days of notice to proceed, provided weather and site conditions are suitable for field investigation. Task 2 will be completed during mitigation construction, anticipated to be summer of 2011. Task 3 will be completed annually for five years, anticipated to be 2011-2015.

4.0 FEES

The estimated total cost for performing the above scope of services is \$20,921 and is valid for 30 days following the date of this proposal. Fee estimates broken down by task include:

- *Task 1:* \$5830.68
- *Task 2:* \$510.47
- *Task 3a-d:* \$14579.84

My invoices will be submitted upon substantial project completion of each task. My proposal is based on the preliminary mitigation plan provided by the client on February 22, 2011. Should conditions be

encountered that necessitate major revisions and/or result in significantly higher costs, I will contact you before initiating this work or preparing a change order.

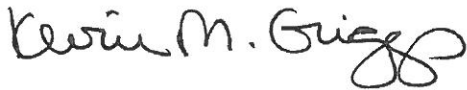
5.0 CONDITIONS

Items to be provided by the client include right-of-entry to the project area to conduct wetland investigations. The client should also notify me of any restrictions or special requirements regarding the site or other required activities prior to the commencement of field work. This proposal does not include the following services: Section 404 permitting, as-built plan preparation, floodplain permitting, or protected species and cultural resources surveys.

If this proposal meets your approval, please sign the notice to proceed on the following page and return an original to me. If you have any questions regarding this information, please contact me at (515) 230-7044.

Sincerely,

GRIGGS ENVIRONMENTAL STRATEGIES LLC

A handwritten signature in black ink that reads "Kevin M. Griggs". The signature is fluid and cursive, with the last name "Griggs" having a large, stylized loop at the end.

Kevin M. Griggs, PWS, CWB
Environmental Consultant

CONFIRMATION OF NOTICE TO PROCEED

The above proposal is understood and accepted.

Name: Mr. Steven P. Soupir, P.E.
(Please Print)

Title: Project Engineer

Company: FOX Engineering Associates, Inc.

Telephone: 515-233-0000

Fax: 515-233-0103

Signature: _____

Date: _____

Memo

To: Mayor and City Council
From: Rob McDonald
Date: April 4, 2011
Re: Demolition of 207-211 South Marion Avenue (Tienda La Cruz Building)

ISSUE

Specifications have been prepared for the demolition of the buildings at 207-211 S. Marion (including the Tienda La Cruz Building). Demolition is being planned for late May/early June to coincide with a planned office shut-down (vacations) of the dentist office next door (205 S. Marion). To stay on track for this schedule, a public hearing date and the bid date should be set for this project.

RECOMMENDATION

Set the public hearing date and the bid date shown in the attached two resolutions.

RESOLUTION NO. _____

SETTING TIME AND PLACE FOR PUBLIC HEARING ON
THE TIENDA LA CRUZ DEMOLITION PROJECT—PHASE 2

WHEREAS, the City Engineer has prepared specifications and an estimated cost of the work for the Tienda La Cruz Building Demolition Project—Phase 2;

NOW, THEREFORE, be it resolved by the City Council of Washington, Iowa that:

Section 1. The specifications are hereby approved.

Section 2. On April 20, 2011 at 6:00 p.m. in the City Council Chambers at 120 E. Main Street, Washington, Iowa, this Council shall hold a public hearing on the specifications, form of contract, and cost estimate for this proposed project.

Section 3. The City Clerk shall give notice of such public hearing by publication of a notice in the Washington Evening Journal not less than four (4) nor more than twenty (20) days prior to the date set for the hearing. The notice shall be in the following form:

(Notice of Public Hearing Attached)

Section 3. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED this 6th day of April, 2011.

Sandra Johnson, Mayor

ATTEST

Illa Earnest, City Clerk

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE TIENDA LA CRUZ DEMOLITION PROJECT—PHASE 2

Public Notice is hereby given that the City Council of the City of Washington, Iowa will hold a public hearing to hear comments on the specifications, form of contract, and cost estimate for the proposed Tienda La Cruz Demolition Project—Phase 2. The project will be located at 207, 209, and 211 South Marion Avenue and involves removing existing buildings. Said hearing will be held in the City Council Chambers, 120 E. Main Street, Washington, Iowa, on April 20, 2011 at 6:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

Illa Earnest, City Clerk

RESOLUTION NO. 2008-_____

A RESOLUTION APPROVING SPECIFICATIONS, FORM OF CONTRACT,
COST ESTIMATE, AND SETTING DATE FOR RECEIPT OF BIDS FOR THE
TIENDA LA CRUZ DEMOLITION PROJECT--PHASE 2

WHEREAS, specifications, form of contract, and cost estimate have been prepared for the Tienda La Cruz Demolition Project--Phase 2 and have been filed with the City Clerk; and

WHEREAS, these specifications, form of contract, and cost estimate appear to be correct and suitable for the purpose intended;

WHEREAS, the Tienda La Cruz Demolition Project--Phase 2 is to be paid with eligible funds;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The above specifications, form of contract, and cost estimate referred to are approved.

Section 2. Sealed proposals for the Tienda La Cruz Demolition Project--Phase 2 will be received at the office of the City Clerk, City Hall, Washington, Iowa until 10:00 a.m. on April 29, 2011. The City Clerk shall open the proposals received and announce the results at 10:05 a.m. on the same day.

Section 3. The City Clerk is directed to give notice of such reception of bids by publication of a notice in the Washington Evening Journal within a reasonable time prior to the date for reception of bids. The notice shall be in the following form:

(NOTICE TO BIDDERS ATTACHED)

Section 4: All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED this 6th day of April, 2011.

Mayor

ATTEST

City Clerk

CITY OF WASHINGTON, IOWA

TIENDA LA CRUZ DEMOLITION PROJECT--PHASE 2

NOTICE TO BIDDERS

Notice is hereby given that there are on file with the City Clerk of the City of Washington, Iowa, proposed plans, specifications, and form of contract for the public improvements hereinafter described for the **Tienda La Cruz Demolition Project--Phase 2**.

Sealed proposals for the construction of the said improvements will be received at the office of the City Clerk for the City of Washington, Iowa until **10:00 A.M., April 29, 2011**. At **10:05 A.M.** all sealed proposals will be publicly opened, read aloud, and tabulated.

The general description of the work involved is as follows:

Demolish remaining portions of adjacent two-story brick structures and basements with a total of 60 foot frontage; together with related auxiliary and incidental work.

Bids will be received for work under one contract.

The City will be issuing a sales tax exemption certificate, so the cost of sales tax should not be included in the bid.

Each proposal shall be made on the proposal form prepared for this purpose, which may be obtained from the City Engineer or on a form approved by the Engineer. Each proposal shall be accompanied by a bid bond on the form included in the specifications or another approved form, or a cashier's check or certified check drawn on a bank or credit union in Iowa or a bank chartered under the laws of the United States, and filed in a sealed envelope separate from the one containing the proposal. The contractor's bid bond, cashier's or certified check shall be in an amount of 10% of the bid price made payable to the Treasurer of the City of Washington, Iowa. The bid bond will act as security that, if awarded a contract by resolution of the Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The bid bond will be forfeited and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance and payment bonds and an acceptable certificate of insurance within fifteen (15) days after the acceptance of his proposal by resolution of the council. No Bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Payment for said work will be made in cash from proceeds to be received from the sale and issuance of General Obligations Bonds of said City and/or cash funds of said City that are available and that may be legally used for said purpose.

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-seven percent (97%) of the contract value of the work completed during the preceding month. Estimates will be prepared the last week of the month by the Contractor and approved by the Engineer. Engineer will certify the approved estimate to the Council for payment on the next regularly scheduled Council meeting of the following month. Such payment will in no way be construed as an act of acceptance for any part of the work partially or totally, completed. The balance of the three percent due the Contractor will be paid not earlier than 31 days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City Clerk that the materials, labor, and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. The Contractor may be

required to submit lien waivers prior to payment approval. The Contractor shall submit a **2-year** maintenance bond for the total amount of the project prior to final payment and acceptance of the project.

All work and equipment is to be in accordance with the plans, specifications, and form of contract now on file in the City Clerk's office and by this reference made a part hereof as though fully set out and incorporated herein.

The work shall be completed by June 7, 2010.

Liquidated damages in the amount of five hundred dollars (\$500.00) per calendar day will be assessed for each day the work shall remain uncompleted after the contract completion date, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor and approved by the City.

The successful bidder will be required to furnish a corporate surety **bond in an amount equal to one hundred percent (100%)** of the contract price prior to commencing work on the project. Said bond shall be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract and the terms and conditions until the time of acceptance of the improvements by the City.

Plans and specifications governing the construction of the proposed improvements have been prepared by the City Engineer of Washington, Iowa. Said plans and specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice, and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Said plans, specifications, and proposed contract documents are now on file in the City Clerk's office at 215 East Washington Street, Washington, Iowa, for examination by bidders. Copies of plans, specifications, form of proposal, and form of contract may be secured at the City Engineer's office by bona fide bidders.

The City reserves the right to reject any and all bids and to waive informalities and technicalities in any bid, and to enter into such contract, or contracts, as it shall deem for the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of letting.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. The Iowa Reciprocal Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

RESOLUTION NO. 2011-

RESOLUTION AUTHORIZING LEVY, ASSESSMENT AND COLLECTION OF COSTS PURSUANT TO THE CODE OF THE CITY OF WASHINGTON, IOWA.

WHEREAS, the City of Washington, Iowa is empowered to levy, assess, and collect costs of improvement and removal of debris against the abutting property owner,

WHEREAS, tall grass and weeds were removed from the following listed property owners:

The property of Robert B. McFarland at 903 E. 3rd Street (15 SMOUSES E SIS ADD) for the amount of \$282.50

The property of R. B. Rentals, LLC at 903 S. 3rd Avenue (01 ROOTS SD) for the amount of \$100.00.

The property of Omar Hershberger at 623 N. 7th Avenue (02 02 L& W SMOUSES NE ADD) for the amount of \$135.00

The property of Teresa L. Durian at 530 S. Ave. C (07 04 ORRS SD EXC E 3.75 FT) for the amount of \$230.00.

The property of Wells Fargo Bank, N.A. at 1014 N. 4th Avenue (11 08 COLUMBIAN ADD N 7 FT LOT 10 & S 48 FT) for the amount of \$375.00.

The property of James D. Blum & Patricia G. Blum at 1009 E. Washington Street (BAKERS SD LOT G EXC ROSEWOOD SD & S 146 FT) for the amount of \$290.00.

and,

WHEREAS, snow and ice were removed from the following listed property owners:

The property of Rick Robson at 415 W. Madison St. (03 02 ORRS SD) for the amount of \$21.50.

The property of Rick Robson at 423 W. Madison St. (04 02 ORRS SD) for the amount of \$36.50.

The property of Bontrager Properties, LLC at 608 E. Madison St. (08 06 E WASH) for the amount of \$21.50.

The Property of Mick and Betty Audiss at 1104 E. 3rd St. (05 SMOUSES E SID S 77.35ft) for the amount of \$20.00.

and,

WHEREAS, the following cemetery space was sold and service of grave opening was rendered for the following people:

Brandon and Christy Chance at 721 W. Madison Street (04 05 SW WASH E 45 FT) a cemetery space Elm Grove Cemetery, P-4, space 69 and interment of Clinton A. Fankhauser for the amount of \$1,100.00.

WHEREAS, damage to City property or service was rendered for the following people:

Jeremy Patterson House Moving, 1000 N. 12th Avenue(16 75 07 LOT A NW ¼ EXC PAR M)
repair of sidewalk in front of Sitler Electric damaged during move of Mills Seed Building for the amount
of \$475.00

Jeremy Patterson House Moving, 1000 N. 12th Avenue (16 75 07 LOT A NW ¼ EXC PAR M)
reimbursement for traffic & crowd control by Washington City Police during move of the Mills Seed
Building for the amount of \$1,995.25

Jeremy Patterson House Moving, 1000 N. 12th Avenue (16 75 07 LOT A NW ¼ EXC PAR M)
reimbursement for City Maintenance/Construction Support during the move of the Mills Seed Building
for the amount of \$3,207.95.

and,

WHEREAS, due notice was given to the above property owners that said amount would be assessed to
the property if payment was not made or an appeal was not made,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON,
IOWA that the City Clerk be instructed to certify the above delinquent payment to be assessed against
said property as listed above and that the City Clerk certify a copy of this resolution to the Washington
County Treasurer.

Passed and Approved this _____ day of _____, 2011.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk