



**COUNCIL AGENDA  
TUESDAY, JUNE 4, 2024 - 6:00 P.M.  
CITY HALL – SECOND FLOOR**

- I. CALL TO ORDER AND ROLL CALL, 6:00 P.M.
- II. APPROVE/AMEND THE AGENDA
- III. APPROVAL OF THE MAY 20, 2024 REGULAR MEETING MINUTES
- IV. CITIZEN APPEARANCE:
  - A)
- V. LEGAL ITEMS:
  - A) Resolution No. 24-38 – Awarding Contract for the I-35 Business Park North Water and Sanitary Sewer Project Phase 1, Tabled from May 20<sup>th</sup> Meeting
  - B)
- VI. ADMINISTRATIVE ITEMS:
  - A) Approve Construction Pay Application No. 3 for the Library Addition And Renovation Project
  - B) Request Authorization to Purchase Jetter
  - C) Approve Engineering Services Agreement with MSA for 2014 Water Main Project
  - D) Approve Engineering Services Agreement with MSA for Future Soccer Fields
  - E)
- VII. PERMITS:
  - A)
- VIII. MAYOR & CITY COUNCIL AGENDA ITEMS:
  - A)
- IX. APPROVAL OF BILLS AND CLAIMS

X. COMMENTS REGARDING NON-AGENDA ITEMS

XI. ADJOURNMENT

**NOTE: Next Regular City Council Meeting Will Be Held on  
Tuesday, June 18<sup>th</sup>, at 6:00 P.M.**

STORY CITY, IOWA

May 20, 2024

Mayor Jensen called the council meeting to order on Monday May 20, 2024, at 6:00 p.m. at City Hall.

Present: Mayor Jensen, Administrator Jackson, Attorney Larson  
Council Members: Ostrem, Phillips, Solberg, O'Connor,  
Absent: Sporleder

Also Present: Nicole Englehardt; Shanon McKinley, GCC, Felicia Lucas, Dog Park; Jess Lundy, Mike Wright, Story City Cemetery; Matt Garber, CGA

Motion by O'Connor, seconded by Ostrem, to approve the agenda.

Aye: Ostrem, Phillips, Solberg, O'Connor

Nay: None

Motion Carried.

Motion by Ostrem, seconded by Phillips, to approve the May 6, 2024 regular meeting minutes.

Aye: Ostrem, Phillips, Solberg, O'Connor

Nay: None

Motion Carried.

### **CITIZEN APPEARANCE**

- A) Update on Proposed Dog Park  
Felicia Lucas presented information to the council about the proposed dog park. Mary Kay Solberg will be the Council representative on the dog park committee.

### **LEGAL ITEMS**

- A) Resolution No. 24-38 – Awarding Contract for the I-35 Business Park North Water and Sanitary Sewer Project Phase 1, Tabled from May 6<sup>th</sup> Meeting  
Motion by Solberg, seconded by Phillips, to table Resolution No. 24-38 – Awarding Contract for the I-35 Business Park North Water and Sanitary Sewer Project Phase 1, Tabled from May 6<sup>th</sup> Meeting, contract awarded to J & K Contracting with a bid of \$358,840.  
Aye: Ostrem, Phillips, Solberg, O'Connor  
Nay: None  
Motion Carried.

- B) Resolution No. 24-41 – To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Broad Street Reconstruction Project – Phase III, and to Delegate Authority for the Taking of Bids Thereof  
Matt Garber, CGA, presented information about the project.  
Motion by Phillips, seconded by Ostrem, to approve Resolution No. 24-41 – To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Broad Street Reconstruction Project – Phase III, and to Delegate Authority for the Taking of Bids Thereof, Public Hearing to be set for June 18 at 6:00 at City Hall  
Aye: Ostrem, Phillips, Solberg, O'Connor  
Nay: None  
Motion Carried.
- C) Resolution No. 24-42 – Pursuant to Section 384.42 of the Iowa Code Covering the Broad Street Reconstruction Project – Phase III  
Motion by O'Connor, seconded by Ostrem, to approve Resolution No. 24-42 – Pursuant to Section 384.42 of the Iowa Code Covering the Broad Street Reconstruction Project – Phase III  
Aye: Ostrem, Phillips, Solberg, O'Connor  
Nay: None  
Motion Carried.
- D) Resolution No. 24-43 – Approving and Adopting Preliminary Plans and Specifications, Estimate of Cost and Plat and Schedule  
Motion by O'Connor, seconded by Ostrem, to approve Resolution No. 24-43 – Approving and Adopting Preliminary Plans and Specifications, Estimate of Cost and Plat and Schedule  
Aye: Ostrem, Phillips, Solberg, O'Connor  
Nay: None  
Motion Carried.
- E) Approve Introduction of a Proposed Resolution of Necessity for the Broad Street Reconstruction Project – Phase 3 – and Setting Date for Public Hearing and Directing Publication and Mailing of the Notice to Property Owners. Administrator Jackson presented information about the

special assessment and the publication requirements. Administrator Jackson noted some minor corrections that need to be made on the Proposed Resolution of Necessity.

Motion by Ostrem, seconded by Phillips, to Approve Introduction of a Proposed Resolution of Necessity for the Broad Street Reconstruction Project – Phase 3 – and Setting Date for Public Hearing and Directing Publication and Mailing of the Notice to Property Owners

Aye: Ostrem, Phillips, Solberg, O'Connor

Nay: None

Motion Carried.

- F) Resolution No. 24-44 – Approving Contract and Performance and/or Payment Bonds for the Story City Wastewater Treatment Facility Upgrade Project

Motion by Solberg, seconded by O'Connor, to approve Resolution No. 24-44 – Approving Contract and Performance and/or Payment Bonds for the Story City Wastewater Treatment Facility Upgrade Project

Aye: Ostrem, Phillips, Solberg, O'Connor

Nay: None

Motion Carried.

### **ADMINISTRATIVE ITEMS**

- A) Discussion on Proposed Changes to Cemetery Rules and Fees

Mike Wright and Jess Lundy presented information about the current and proposed fees and rules of the cemetery. Mayor and Council asked questions and had discussion.

Motion by O'Connor, seconded by Phillips, to approve Proposed Changes to Cemetery Rules and Fees

Aye: Ostrem, Phillips, Solberg, O'Connor

Nay: None

Motion Carried.

- B) Approve Change Order No. 4 for the Carousel Ballfield Project

Motion by Ostrem, seconded by Phillips, to Approve Change Order No. 4 for the Carousel Ballfield Project for the amount of \$3,965.50 to Minturn.

Aye: Ostrem, Phillips, Solberg, O'Connor

Nay: None

Motion Carried.

## **PERMITS**

- A) Liquor:  
1. Dollar General – 1543 Broad St.  
2. Yesway – 527 Park Ave

Motion by Solberg, seconded by O'Connor, to approve liquor permits at  
1. Dollar General – 1543 Broad St. and 2. Yesway – 527 Park Ave  
Aye: Ostrem, Phillips, Solberg, O'Connor  
Nay: None  
Motion Carried.

## **MAYOR & CITY COUNCIL AGENDA ITEMS**

- A) Purchase of Cemetery Spaces  
Motion by Phillips, seconded by Solberg, to approve Purchase of Cemetery  
Spaces  
Aye: Ostrem, Phillips, Solberg, O'Connor  
Nay: None  
Motion Carried.
- B) Lawn Chair Nights at the North Park Bandshell – GCC  
Shanon McKinley presented information to the council about music and the  
lawn chair nights planned.
- C) Request from Immanuel Lutheran Church to Close Lafayette Avenue  
From Broad Street to Story Street on August 24<sup>th</sup>  
Motion by Ostrem, seconded by Solberg, to approve Request from  
Immanuel Lutheran Church to Close Lafayette Avenue  
From Broad Street to Story Street on August 24<sup>th</sup>  
Aye: Ostrem, Phillips, Solberg, O'Connor  
Nay: None  
Motion Carried.

## **APPROVAL OF BILLS AND CLAIMS**

Motion by Phillips, seconded by O'Connor, to approve payment of bills and  
claims.  
Aye: Ostrem, Phillips, Solberg, O'Connor  
Nay: None  
Motion Carried.

- Administrator Jackson presented to council that 4<sup>th</sup> phase of Broad Street reconstruction may be postponed a year in order to receive additional grant funding for the project.
- CM Ostrem reported that a number of people have requested a porta-john at the baseball diamonds.
- CM Phillips stated that the cemetery looks great.

There being no further business before council, the meeting adjourned at 7:02 p.m.

ATTEST:

\_\_\_\_\_  
Heather Slifka, City Clerk

\_\_\_\_\_  
Mike Jensen, Mayor

**NOTE: Next City Council Meeting Will Be Held on Tuesday, June 4<sup>th</sup>,  
at 6:00 P.M.**

The following resolution was offered by Councilperson \_\_\_\_\_, who moved its adoption.

**RESOLUTION NO. 24-38**

**A RESOLUTION AWARDING CONTRACT FOR THE I-35 BUSINESS PARK NORTH WATER AND SANITARY SEWER PROJECT PHASE I**

WHEREAS, pursuant to notice duly published in the manner prescribed by resolution of this Council and as required by law, bids and proposals were received by the City Clerk and reported to this Council for the I-35 Business Park North Water and Sanitary Sewer Project Phase I (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Story City, Iowa, as follows:

Section 1. The bid for the project submitted by the following contractor is fully responsive to the plans and specifications for the project, heretofore approved by the Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
<u>J&amp;K Contracting</u>	<u>\$358,840.00</u>
<u>10703 Justin Drive</u>	
<u>Urbandale, IA 50322</u>	

Section 2. The contract for the project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract for the project, said contract not to be binding until approved by resolution of this Council.



Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100 percent of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

This motion was seconded by Councilperson \_\_\_\_\_, and, upon roll call, was carried by an aye and nay vote, as follows:

AYE: Ostrem, Phillips, Solberg, O'Connor, and Sporleder

NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

WHEREUPON, the Mayor declared the Resolution duly adopted this 4<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Mike Jensen, Mayor

ATTEST: \_\_\_\_\_  
Heather Slifka, City Clerk

# APPLICATION AND CERTIFICATION FOR PAYMENT

CUSTOMER: City of Story City  
 504 Broad St  
 Story City, IA 50248

PROJECT: Bertha Bartlett Rebid - Post B  
 APPLICATION NO: 3

CONTRACTOR: Kingland Construction Services  
 3216 HWY 69 S  
 Forest City, IA 50436

VIA ARCHITECT:

PERIOD TO: 4/30/2024

PROJECT NO: 24005

Distribution Via Email:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 CM AGENT

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet Page 2, is attached.

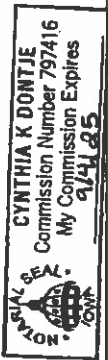
- 1. ORIGINAL CONTACT SUM \$ 2,816,000.00
- 2. Net change by Change Orders 0.00
- 3. CONTRACT SUM TO DATE (Line 1±2) 2,816,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 50,978.57
- 5. RETAINAGE:
  - a. 5% 2,548.93 on Completed Work (Column D + E on G703) \$ 2,548.93
  - b. On Stored Material 0.00
- (Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703) 2,548.93
- 6. TOTAL EARNED LESS RETAINAGE 48,429.64
- (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 34,123.72
- 8. CURRENT PAYMENT DUE 14,305.92
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE 2,767,570.36  
 (Line 3 less Line 6)

Change Order Summary	Additions	Deductions
Total Changes approved in previous months by Owner:	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	\$ 0.00	

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

CONTRACTOR:   
 By: \_\_\_\_\_ Date: 4/24/24

State of: IA County of: Hancock  
 Subscribed and sworn to before me this 24<sup>th</sup> day of April 2024  
 Notary Public: Cynthia Dontje  
 My Commission Expires: 9/4/2025




## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified \$ 14,305.92

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: EMERGENT ARCHITECTURE

BY:  Date: 05.02.2024

This certificate is not negotiable. The Amount Certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

**CONTINUATION SHEET**

Project: Bertha Bartlett  
Rebid - Post B

Application and Certification for Payment Application No: 3  
 containing contractor's signed Certification is attached. Application Date: 4/25/2024  
 In tabulations below, amounts are stated to the nearest dollar. Period To: 4/30/2024  
 Use Column 1 on Contracts where variable retainage for line items may apply. Project No: 24005

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	H Balance To Finish (C - G)	I Retainage
			Previous Application	This Period					
<b>General Requirements</b>									
01.10000	General Conditions	410,287.33	5,036.82	5,787.68	0.00	10,824.50	3	399,462.83	541.22
01.01600	Performance & Payment Bond	25,973.05	25,973.05	0.00	0.00	25,973.05	100	0.00	1,298.65
01.01900	Procure	4,909.83	4,909.83	0.00	0.00	4,909.83	100	0.00	245.49
		441,170.21	35,919.70	5,787.68	0.00	41,707.38	9	399,462.83	2,085.36

<b>Existing Conditions</b>									
02.02226	Demolition	48,215.83	0.00	2,974.92	0.00	2,974.92	6	45,240.91	148.75
		48,215.83	0.00	2,974.92	0.00	2,974.92	6	45,240.91	148.75

<b>Concrete</b>									
03.03000	Building Concrete	119,692.55	0.00	0.00	0.00	0.00	0	119,692.55	0.00
		119,692.55	0.00	0.00	0.00	0.00	0	119,692.55	0.00

<b>Masonry</b>									
04.04000	Masonry	209,214.70	0.00	0.00	0.00	0.00	0	209,214.70	0.00
		209,214.70	0.00	0.00	0.00	0.00	0	209,214.70	0.00

<b>Metal</b>									
05.05000	Steel Supplier	34,929.57	0.00	0.00	0.00	0.00	0	34,929.57	0.00
05.05120	Structural Steel Labor	5,701.88	0.00	0.00	0.00	0.00	0	5,701.88	0.00
05.05500	Metal Fabrications	1,019.68	0.00	0.00	0.00	0.00	0	1,019.68	0.00
		41,651.13	0.00	0.00	0.00	0.00	0	41,651.13	0.00

<b>Wood, Plastic and Composites</b>									
06.06001	Rough Carpentry	144,913.48	0.00	0.00	0.00	0.00	0	144,913.48	0.00
06.06300	Finish Carpentry	72,297.23	0.00	1,991.33	0.00	1,991.33	3	70,305.90	99.57
		217,210.71	0.00	1,991.33	0.00	1,991.33	1	215,219.38	99.57

<b>Thermal &amp; Moisture Protection</b>									
07.07200	Insulation	12,736.30	0.00	0.00	0.00	0.00	0	12,736.30	0.00

**CONTINUATION SHEET**

Project: Bertha Bartlett  
Rebid - Post B

Application and Certification for Payment

Application No: 3

containing contractor's signed Certification is attached.

Application Date: 4/25/2024

In tabulations below, amounts are stated to the nearest dollar.

Period To: 4/30/2024

Use Column I on Contracts where variable retainage for line items may apply.

Project No: 24005

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period	F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			Previous Application	Total Completed and Stored to Date (D+E+F)			% (G/C)			
07.07300	Roofing	95,545.90	0.00	0.00	0.00	0.00	0.00	0	95,545.90	0.00
07.07410	Metal Siding	9,340.75	0.00	0.00	0.00	0.00	0.00	0	9,340.75	0.00
07.07500	Membrane Roofing	21,524.92	0.00	0.00	0.00	0.00	0.00	0	21,524.92	0.00
07.07510	Snow Guards	921.37	0.00	0.00	0.00	0.00	0.00	0	921.37	0.00
07.07800	Fire & Smoke Protection	8,609.96	0.00	0.00	0.00	0.00	0.00	0	8,609.96	0.00
		148,679.20	0.00	0.00	0.00	0.00	0.00	0	148,679.20	0.00

**Openings**

08.08100	Doors & Hardware	64,400.42	0.00	0.00	0.00	0.00	0.00	0	64,400.42	0.00
08.08365	Coiling door	8,507.72	0.00	0.00	0.00	0.00	0.00	0	8,507.72	0.00
08.08410	Aluminum Entrances & Storefronts	75,848.44	0.00	0.00	0.00	0.00	0.00	0	75,848.44	0.00
		148,756.58	0.00	0.00	0.00	0.00	0.00	0	148,756.58	0.00

**Finishes**

09.09200	Gypsum drywall system	99,524.78	0.00	0.00	0.00	0.00	0.00	0	99,524.78	0.00
09.09600	Flooring	88,155.31	0.00	0.00	0.00	0.00	0.00	0	88,155.31	0.00
09.09810	Acoustical Ceiling	46,833.92	0.00	0.00	0.00	0.00	0.00	0	46,833.92	0.00
09.09900	Painting	26,197.99	0.00	0.00	0.00	0.00	0.00	0	26,197.99	0.00
		260,712.00	0.00	0.00	0.00	0.00	0.00	0	260,712.00	0.00

**Specialties**

10.10000	Specialty Vendor	18,473.76	0.00	0.00	0.00	0.00	0.00	0	18,473.76	0.00
10.10110	Specialty Installation	1,888.81	0.00	0.00	0.00	0.00	0.00	0	1,888.81	0.00
10.10001	Art Hanging system	2,252.85	0.00	0.00	0.00	0.00	0.00	0	2,252.85	0.00
10.10431	Interior Signage	3,228.74	0.00	0.00	0.00	0.00	0.00	0	3,228.74	0.00
10.10550	Canopies	14,438.92	0.00	0.00	0.00	0.00	0.00	0	14,438.92	0.00
		40,283.08	0.00	0.00	0.00	0.00	0.00	0	40,283.08	0.00

**Furnishing**

12.12400	Roller shades	5,642.76	0.00	0.00	0.00	0.00	0.00	0	5,642.76	0.00
		5,642.76	0.00	0.00	0.00	0.00	0.00	0	5,642.76	0.00

**CONTINUATION SHEET**

Project: Bertha Bartlett  
Rebid - Post B

Application and Certification for Payment

Application No: 3

containing contractor's signed Certification is attached.

Application Date: 4/25/2024

In tabulations below, amounts are stated to the nearest dollar.

Period To: 4/30/2024

Use Column I on Contracts where variable retainage for line items may apply.

Project No: 24005

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period	F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			Previous Application	This Period			Total Completed and Stored to Date (D+E+F)	% (G/C)		
<b>Fire Suppression</b>										
21.21000	Sprinkler system	163,623.84	0.00	0.00	4,304.94	0.00	4,304.94	3	159,318.90	215.25
		163,623.84	0.00	0.00	4,304.94	0.00	4,304.94	3	159,318.90	215.25
<b>HVAC &amp; Plumbing</b>										
23.23000	Mechanical	653,264.14	0.00	0.00	0.00	0.00	0.00	0	653,264.14	0.00
		653,264.14	0.00	0.00	0.00	0.00	0.00	0	653,264.14	0.00
<b>Electrical</b>										
26.26000	Electrical	257,714.65	0.00	0.00	0.00	0.00	0.00	0	257,714.65	0.00
		257,714.65	0.00	0.00	0.00	0.00	0.00	0	257,714.65	0.00
<b>Earthwork</b>										
31.31000	Earthwork	24,383.43	0.00	0.00	0.00	0.00	0.00	0	24,383.43	0.00
		24,383.43	0.00	0.00	0.00	0.00	0.00	0	24,383.43	0.00
<b>Utilities</b>										
33.33340	Utility Sub	35,785.19	0.00	0.00	0.00	0.00	0.00	0	35,785.19	0.00
		35,785.19	0.00	0.00	0.00	0.00	0.00	0	35,785.19	0.00
<b>Totals</b>			35,919.70	15,058.87	0.00	50,978.57	2	2,765,021.43	2,548.93	



504 Broad Street ▲ Story City, IA 50248

🌐 [CityofStoryCity.org](http://CityofStoryCity.org)

515.733.2121

To: The Honorable Mayor & City Council  
From: Randy Martindale, Water & Wastewater Superintendent  
Mark A. Jackson, City Administrator  
Re: Request Authorization to Purchase Jetter  
Date: June 4, 2024

Presented for Mayor and City Council consideration is a request to purchase a Jetter from Midwest Underground in the amount of \$136,490.

This equipment will have multiple uses. It can be used to jet and clean sanitary sewer lines and also vacuum out our lift stations. It can also be used to clear debris during water main breaks. The Street Department can also use this to clean storm intakes and drill holes for signs.

Funds have been allocated from the Wastewater Fund in the Fiscal Year 2024-25 budget for the purchase of this equipment.



Midwest Underground Supply, LLC  
 1106 32nd St. SW 8844 S. 135th Street  
 Bondurant, IA 50035 Omaha, NE 68138  
 Phone 515-967-5656 Phone 402-861-6500  
 Fax 515-967-7770 Fax 402-861-6564

**PURCHASE AGREEMENT**

PURCHASER'S FULL NAME <i>Randy Martinsdale</i>			DATE <i>2/26/24</i>	TERRITORY MANAGER <i>Mike Cooling</i>	
D/B/A <i>City of Story City Water Dept</i>			CITY <i>Story City</i>	STATE/PROV <i>Iowa</i>	ZIP/POSTAL CODE <i>50248</i>
PURCHASER'S STREET ADDRESS <i>504 Broad St.</i>			COUNTY <i>Story</i>		
CSI CONTACT <i>Randy</i>		BUSINESS PHONE <i>515-203-0224</i>	RESIDENCE PHONE		CUSTOMER NUMBER
DELIVERY TO BE MADE ON OR BEFORE _____ OR AS SOON THEREAFTER AS POSSIBLE. DELIVERY TO BE MADE TO THE FOLLOWING ADDRESS, IF DIFFERENT FROM PURCHASER'S ADDRESS.					
STREET		CITY		STATE	
QUANTITY		MAKE, MODEL, DESCRIPTION		SERIAL NUMBER/ ATTACHMENT	CASH PRICE EACH ITEM
NEW	USED	DEMO			
1			<i>Ring-O-Matic 550 Jet Vac</i>	<i>TBD</i>	<i>\$ 136,490.00</i>
			<i>1000 CFM 3" w/ 10GPM</i>		\$
			<i>Jetter Upgrade</i>		\$
			<i>Tr: 4 Diesel Engine</i>		\$
					\$
TRADE-IN TO BE SHIPPED TO: <input type="checkbox"/> BONDURANT <input type="checkbox"/> OMAHA BY <input type="checkbox"/> CUSTOMER <input type="checkbox"/> MIDWEST UNDERGROUND SUPPLY, LLC					
TRADE-IN EQUIPMENT				TRANSPORTATION EXPENSE	\$
FIRST YEAR USED	MAKE	DESCRIPTION MODEL	SERIAL NO.	TRADE ALLOWANCE	CASH PRICE
					\$ 136,490.00
				\$	
				\$	
				\$	
				\$	
PURCHASER HEREBY BARGAINS, SELLS AND CONVEYS UNTO SELLER THE ABOVE DESCRIBED TRADE-IN EQUIPMENT AND WARRANTS AND CERTIFIES IT TO BE FREE AND CLEAR OF LIENS, ENCUMBRANCE, AND SECURITY INTERESTS EXCEPT TO THE EXTENT SHOWN BELOW				THIS IS A CASH TRANSACTION. IF THE PURCHASER SO REQUESTS PRIOR TO ACCEPTANCE, THE CASH DUE ON DELIVERY MAY BE FINANCED AS A TIME SALE TRANSACTION. SUBJECT TO CREDIT APPROVAL. IF THIS TRANSACTION BECOMES A TIME SALE, PURCHASER AGREES (1) TO MAKE PAYMENTS PURSUANT TO THIS ACCOUNTS RECEIVABLE SYSTEM AGREEMENT, WHICH IS INCORPORATED INTO THIS PURCHASE ORDER BY REFERENCE, AND (2) THAT SELLER RETAINS A SECURITY INTEREST IN THE GOODS DESCRIBED HEREIN UNTIL ALL OBLIGATIONS OF PURCHASER ARE PAID IN FULL AND DISCHARGED.	
I. TRADE ALLOWANCE				1. CASH PRICE \$ <i>136,490.00</i>	
II. LESS AMOUNT OWED TO _____				2. TRADE DOWN PAYMENT \$ _____	
III. NET TRADE ALLOWANCE (1-11)				3. NET PRICE (1-2) \$ <i>136,490.00</i>	
				4. ENTER <i>0</i> % SALES TAX \$ <i>Exempt</i>	
				5. OTHER FEES OR CHARGES \$ _____	
				6. TOTAL TAXES & FEES (4+5) \$ _____	
				7. TOTAL PRICE (3+6) \$ <i>136,490.00</i>	
				8. CASH WITH ORDER \$ _____	
				9. BALANCE ON DELIVERY (7-8) \$ <i>136,490.00</i>	
TERMS OF PAYMENT					
A. Balance of Payments: The balance of <i>\$136,490.00</i> plus time price differential and all other charges as set forth above, shall be payable as follows: <i>Balance Due in Full By 7/13/24 - Can take possession as soon as we get it in but payment not due until July.</i>					
B. Finance Charge (Time Price Differential): Annual Percentage Rate <i>WIA</i> %					
C. Late Payments: All payments made after due date shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, if less.					
WARRANTY ON EQUIPMENT					
Warranty coverage on the equipment covered by this order, if any, has been explained to PURCHASER. The warranty coverage is outlined below and indicated by the box checked.					
<input type="checkbox"/> NEW CASE PRODUCT WARRANTY or qualified new Case warranty. If qualified, the period is _____ months.					
<input type="checkbox"/> NEW CASE PURCHASED EXTENDED WARRANTY. SPECIFY: _____					
WARRANTIES PROVIDED BY THE SELLER ON NEW CASE PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY THE PURCHASER.					
<input checked="" type="checkbox"/> NEW - Other manufacturer's warranty. <i>2 Years Parts + In Shop Labor Warranty</i>					
<input type="checkbox"/> USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OR WARRANTIES, unless otherwise stated in writing below.					

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

**NOTICE TO PURCHASER**

- Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised.
- You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.

TERRITORY MANAGER *Mike Cooling*  
 SUBJECT TO ACCEPTANCE AT BONDURANT, IOWA  
 ACCEPTED: MIDWEST UNDERGROUND SUPPLY, LLC  
 BY \_\_\_\_\_ DATE \_\_\_\_\_


PURCHASER *Story City Water Dept.* (COMPANY)  
 BY \_\_\_\_\_ (SIGNATURE)  
 TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_



504 Broad Street ▲ Story City, IA 50248

🌐 CityofStoryCity.org

515.733.2121

To: The Honorable Mayor & City Council  
From: Mark A. Jackson, City Administrator   
Re: Engineering Services Agreement with MSA  
for 2024 Water Main Project  
Date: June 4, 2024

Presented for Mayor and City Council consideration is a request to approve an engineering services agreement with MSA in an amount not-to-exceed \$14,500 for the 2024 Water Main Project.

The project includes the construction of a new water main to the new Wastewater Treatment Plant. This has already been designed under a separate agreement. Quotes were obtained, but were significantly higher than the bid threshold allowed by law. Therefore, it will be need to be bid out.

The project also includes the construction of new water mains on Hillcrest Avenue from Broad Street to Story Street and Linn Street from Pennsylvania Avenue to Elm Avenue. The City has approximately \$63,200 in ARPA funding and \$24,300 in Story County ARPA grant funding remaining. Any additional funding required can come from the 2021A bond.





# Professional Services Agreement

MSA Project Number: 0809039

This AGREEMENT (Agreement) is made effective 05/28/2024 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1555 SE Delaware Ave, Ankeny, IA 50021

Phone: (515) 964-1920

Representative: Jason Miller

Email: JMiller@MSA-ps.com

**CITY OF STORY CITY (OWNER)**

Address: 504 Broad Street, Story City, Iowa 50248

Phone: (515) 733-2121

Representative: Mark Jackson

Email: MAJackson@CityofStoryCity.org

**Project Name:** Story City 2024 Water Main

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The cost not to exceed for the work is:** \$14,500


All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis, not to exceed. Attachment B: Rate Schedule is attached and made part of this Agreement.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF STORY CITY**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Mark Jackson  
City Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
  
Jason Miller  
Vice President  
Date: 05/28/2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute a good faith estimate of the fees and tasks required to perform the services as defined in Exhibit 1. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Owner's Responsibilities.** OWNER shall provide MSA with information and data needed by MSA to perform the scope of services, including but not limited to design objectives, performance requirements, budgetary sources and limitations, previously completed reports or designs, and other pertinent information regarding the site or adjacent properties.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon 45 days from receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said due date. Should OWNER have questions regarding an invoice, OWNER shall contact MSA in writing prior to due date, MSA shall not charge interest in period in which OWNER is disputing the bill in writing. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured

as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**10. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**11. Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Ex. 1 – Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. In reference to these issues, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

MSA shall act as OWNER's representative during the construction period, as such MSA will have authority to reject work which MSA believes to be defective, or that MSA believes will not produce a completed project that conforms to the contract documents. MSA shall further provide notification to OWNER of same.

**12. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than fifteen (15) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**13. Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**14. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**15. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**16. Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**17. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**18. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**19. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither

demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

**20. Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

**21. Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail. All such notices are effective upon the date of receipt.

**22. Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**23. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

**24. No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

**25. State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

**26. Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

**27. Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

## **Basic Engineering Services and Related Matters**

MSA Professional Services, Inc. (Engineer) proposes to provide Design and Construction phase services for the City of Story City, Iowa (Owner), including submission of plans and specifications to the Iowa DNR, and other permitting authorities of the following:

### **BASIC SERVICES OF ENGINEER**

#### **General**

The Basic Services are premised on the following general scope of professional services:

MSA Professional Services, Inc. proposes to provide services for the completion of design, including submission of plans and specifications to the Iowa DNR for permitting and bidding of the following:

- 1) Water main extension to on Hillcrest from Broad to Story and Linn From Pennsylvania to Elm, including preparation of plans and specifications for bidding of project separately.

The project is intended to be completed in conformance with the standards stipulated by the Engineers Joint Contract Documents Committee and published jointly by the American Consulting Engineers Council and National Society of Professional Engineers.

#### **Field Work:**

Complete topographic survey of proposed improvement area. Topographic survey shall include locating and identifying observable features within the improvement area, as well as research for determining existing property owners, locations of property lines and easements.

#### **Easement Preparation:**

It has been assumed under this agreement that the majority of the construction will be located public right of way, and or on city owned property. No temporary construction or permanent easements will be provided by MSA for the proposed work. As such modification to this alignment, necessitating any easements or property acquisition may be considered out of the scope of this agreement.

#### **Permit Applications:**

MSA shall complete the design of the project and submit project plans and specifications to the DNR for review and subsequent authorization by DNR for construction. All required forms and fillings shall be completed by MSA, however associated permit fees shall be paid for by OWNER.

#### **Administration**

MSA shall further prepare billings in a timely manner, as stipulated herein.

## **WATER MAIN EXTENSION**

1. Field Data Collection Phase
  - a. Complete topographic survey of proposed improvement area. Topographic survey shall include locating and identifying observable features within the improvement area, as well as, research for determining locations of property lines and easements.
2. Design Phase
  - a. Prepare plans and specifications for the extension of water main on Hillcrest from Broad to Story and Linn From Pennsylvania to Elm
  - b. Prepare Construction Cost Estimate Based upon Completed Plans and Specifications for water main extension
  - c. Prepare DNR, and other relevant agencies, Permit Applications. Associated fees to be paid for by OWNER.
  - d. Submit Plans and Specifications for Watermain extension project DNR for Review.
  - e. Administration:
    - i. Project Design Administration
      1. Perform internal quality review to assure compliance with OWNER's intent.
      2. Coordinate internal Staff to assure compliance with OWNER's intent
      3. Prepare Project Correspondence.
3. Bidding and Negotiating Phase
  - a. Prepare and provide necessary bidding documents including construction documents, engineer provided funding forms, online posting of the bid, fax notice of bid to local contractors (Owner to provide list of requested contractors to be included).
  - b. Answer bidder questions prior to bidding
  - c. Issue addenda as required
  - d. Attend and facilitate bid opening. Review bids and provide a recommendation to the Owner for action.
  - e. Prepare and distribute contractor construction contract for execution. Review contract, bonds, insurance forms for general conformity to contract requirements. Owner may at their direction and expense have same reviewed by City Attorney and or Insurance Provider as deemed appropriate.
4. Construction Administration Phase:
  - a. Provide overall Project Management for the Owner-Engineer contract
  - b. Provide project administration for Owner-Engineer contract, including correspondence, billings, files, etc.

- c. Provide general administration of construction contract, including review and interpretation of Owner-Contractor contract.
  - d. Issue Final Notice of Acceptability of the Work, issue and review Punch List items
  - e. Meet with the Owner to determine the project construction requirements, provide periodic updates of the project progress, and discuss any relevant issues concerning the project.
5. Resident Project Representative and Construction Observation Phase
- a. See attached Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
  - b. Including providing on-site observations and analysis during the course of the construction to provide additional assurance of design intent and compliance with regulations.
  - c. Provide construction staking for the Contractor's use in construction. Stakes will be placed once as requested by the Contractor. Any required restaking will be at the Contractor's Expense.
  - d. Provide for Professional Engineer level Construction Review and coordination
  - e. Provide on-site observation to determine the amount, quality and acceptability and fitness of the work, materials and equipment, which are to be paid for under the contract. Onsite observations have been assumed as outlined within Exhibit C of this agreement.

*Items Not Included in Basic Services*

**1. Land Acquisition services**

It has been assumed under this agreement that no services are required in association with land acquisition in relation to the construction identified. As such, any work in relation to land acquisition shall be considered out of scope of this agreement.

**2. Construction Management Services**

It has been assumed under this agreement that no services associated with Construction Management between multiple contractors will be provided, as such any such services requiring construction management services shall be considered out of the scope of the agreement.



**ATTACHMENT B:  
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 75 – \$150/hr.
Architects .....	\$ 75 – \$215/hr.
Community Development Specialists .....	\$135 – \$185/hr.
Digital Design .....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists .....	\$105 – \$185/hr.
Geographic Information Systems (GIS) .....	\$ 95 – \$185/hr.
Housing Administration .....	\$ 95 – \$170/hr.
HR .....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators .....	\$105 – \$130/hr.
IT Support .....	\$175 – \$195/hr.
Land Surveying .....	\$ 75 – \$185/hr.
Landscape Designers & Architects .....	\$ 75 – \$215/hr.
Planners .....	\$ 75 – \$205/hr.
Principals .....	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems .....	\$150 – \$200/hr.
Project Managers .....	\$150 – \$230/hr.
Real Estate Professionals .....	\$135 – \$165/hr.
Staff Engineers .....	\$ 75 – \$145/hr.
Technicians .....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator .....	\$ 90 – \$115/hr.

**REIMBURSABLE EXPENSES**

Copies/Prints .....	Rate based on volume
Specs/Reports .....	\$10
Copies .....	\$0.12/page
Plots .....	\$0.006/sq.in.
Flash Drive .....	\$10
GPS Equipment .....	\$20/hour
Dini Laser Level .....	\$30/per day
Mailing/UPS .....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle .....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment .....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods .....	At cost
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Geodimeter .....	\$30/hour
Drone Flight .....	\$375/flight


Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.



504 Broad Street ▲ Story City, IA 50248

🌐 CityofStoryCity.org

515.733.2121

To: The Honorable Mayor & City Council  
From: Mark A. Jackson, City Administrator   
Re: Approve Engineering Services Agreement with  
MSA for Future Soccer Fields  
Date: June 4, 2024

As you may recall, in 2022 the City sold approximately 18.28 acres to American Packaging Corporation for future expansion. As part of the sales agreement, the City can continue to utilize the land for soccer fields until as such time as they need it for expansion. They have indicated that they will provide us with a timely notice so that soccer can be relocated to another location.

Although American Packaging Corporation has not indicated any in the near future expansion plans, it would be prudent for the City to begin planning for another location. It has been determined that the best site is on city-owned land east of GRS.

Therefore, presented for Mayor and City Council consideration is an engineering services agreement with MSA in the amount \$9,700 for a conceptual layout and cost estimate for future soccer fields.



# Professional Services Agreement

MSA Project Number: 08989037

This AGREEMENT (Agreement) is made effective June 3, 2024 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1555 SE Delaware Ave  
Suite F, Ankeny, IA 50021  
Phone: (515) 635-3414  
Representative: Jordan Hostetler

Email: [jhostetler@msa-ps.com](mailto:jhostetler@msa-ps.com)

**CITY OF STORY CITY (OWNER)**

Address: 504 Broad Street, Story City, IA 50248  
Phone: (515) 733-2121  
Representative: Mike Jensen, Mayor

**Project Name:** Story City Soccer Fields

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The estimated fee for the work is:** \$9,700

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF STORY CITY**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Mike Jensen  
Mayor  
Date: \_\_\_\_\_

*Jordan Hostetler*  
\_\_\_\_\_  
Jordan Hostetler, PE  
Project Engineer  
Date: 05-20-2024

*Nichole Sungren*  
\_\_\_\_\_  
Nichole Sungren, PE  
Team Lead  
Date: 05-20-2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

**12. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

**14. Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**15. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**16. Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

**23. Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

**24. Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

**25. Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

**26. Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

**27. Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**28. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

**29. No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

**30. State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

**31. Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

**32. Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



## ATTACHMENT A: SCOPE OF SERVICES

### Project Description

The City is looking to relocate their soccer complex to their property on the southeast corner of Auestad Ave and 115<sup>th</sup> St/ E15. With the soccer fields the following items are to be considered as part of this project:

- Design Base Plan
  - 1 aisle one way parking along the north side of the property.
  - 4 full size flag football fields.
  - 1 full size soccer field.
  - 3 intermediate soccer fields.
  - 8 Kindergarten soccer fields.
  - 20' x 20' storage shed.
- Design Future Development Master Plan (As site constraints allow)
  - 2 little league baseball fields to the base plan.
  - High school baseball field.
  - Bathroom Facilities.
  - Parking along the west property line.

MSA will develop the conceptual schematic design of the above items detailed in the Design Base and Future Development Master Plan.

### SCOPE OF SERVICES

#### **PRELIMINARY CONCEPTUAL SCHEMATIC LAYOUT**

- Compile lidar data.
- Prepare design based on base and future criteria listed above.
- Prepare a preliminary site plan layout showing the location of proposed improvements.
- Prepare opinion of probable cost for base plan layout and future master plan layout.
- Meetings
  - Attend preliminary plan review with OWNER.
- Incorporate Client Comments.
- NOTE: *Any changes to the site layout or design after the Preliminary Design Phase completion will result in Additional Services.*

#### **FINAL CONCEPTUAL SCHEMATIC LAYOUT**

- Prepare conceptual design based on base and future criteria listed above.
- Prepare a site layout plan showing the location of proposed improvements and dimensions.
- Update opinion of probably cost for base plan layout and future master plan layout.
- Submit final schematic plans to client for review.
- Meetings
  - Attend a final plan review meeting with OWNER.
- Incorporate client revisions and comments into final schematic layout.
- Prepare final conceptual schematic exhibit.
- Submit final schematic exhibit to client for review and approval. Provide electronic copy of construction plans and specifications to client.

## **Deliverables**

### **Preliminary**

1. Schematic Layout for Base Plan
2. Schematic layout for Future Master Plan
3. Schematic Opinion of Probable Cost for Base Plan and Future Master Plan

### **Final**

1. Schematic Layout for Base Plan
2. Schematic layout for Future Master Plan
3. Schematic Opinion of Probable Cost for Base Plan and Future Master Plan

## **Exclusions**

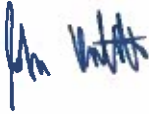
1. **Additional meetings.** Attendance at any such meetings that are not specially addressed in the scope above shall be considered above and beyond the scope of services as identified herein
2. Easement or ROW acquisitions
3. Sampling and laboratory analysis
4. Concrete, Material and Soil Testing
5. Testing of existing materials for the presence of hazardous materials
6. Wetland Investigations and Analysis
7. Flood Plain delineations and analysis
8. Archeological investigations and analysis
9. Environmental investigations and analysis
10. Historic evaluations, applications or permitting
11. NPDES inspections and reporting
12. Application, permitting and legal fees
13. Geotechnical Services
14. Wellhead Protection Plan preparation
15. Utility Map Updates
16. Construction management Services
17. Bidding services
18. Funding application services
19. Publishing costs for public notices (including Advertisement for Bids)
20. Construction Administration Services
21. Resident Project Representative services
22. Property surveys
23. Survey or construction staking for private utilities
24. Survey or construction staking outside of defined Project Corridors
25. As-Built plans
26. Subdivision or rezoning of property.
27. If our field investigation uncovers a problem not previously known about we will contact you with the potential costs to deal with the situation as appropriate.
28. Construction staking for foundations, pavements, utilities and walks
29. Foundation Design
30. Structural Design of retaining walls, grades will be provided for required walls for use by Structural consultant or Landscape Architect.

31. Traffic or Entrance Studies.
32. DOT coordination or permitting.
33. Color renderings.
34. Design Plans for public utility extensions or public street improvements, other than those specifically identified in the above scope of services.
35. Landscape Plans and Details.
36. Submittals for LEED certification.

No additional services will be performed without written approval from client. An "Additional Services Request Form" will be provided, if additional services are required.

Upon your review, please let us know if you have any questions, or need any further information. Please call me at (515) 635-3414. We look forward to working with you on this project.

Kind Regards,



Jordan Hostetler, PE  
Project Engineer  
MSA Professional Services, Inc.

**ATTACHMENT B:  
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 75 – \$150/hr.
Architects .....	\$ 75 – \$215/hr.
Community Development Specialists .....	\$135 – \$185/hr.
Digital Design.....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration .....	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators .....	\$105 – \$130/hr.
IT Support.....	\$175 – \$195/hr.
Land Surveying .....	\$ 75 – \$185/hr.
Landscape Designers & Architects.....	\$ 75 – \$215/hr.
Planners.....	\$ 75 – \$205/hr.
Principals .....	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems .....	\$150 – \$200/hr.
Project Managers.....	\$150 – \$230/hr.
Real Estate Professionals .....	\$135 – \$165/hr.
Staff Engineers .....	\$ 75 – \$145/hr.
Technicians.....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator .....	\$ 90 – \$115/hr.

**REIMBURSABLE EXPENSES**

Copies/Prints .....	Rate based on volume
Specs/Reports.....	\$10
Copies .....	\$0.12/page
Plots .....	\$0.006/sq.in.
Flash Drive .....	\$10
GPS Equipment .....	\$20/hour
Dini Laser Level .....	\$30/per day
Mailing/UPS .....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle .....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter .....	\$30/hour
Drone Flight .....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.



City of Story City, IA

# CLAIMS REGISTER REPORT

By Segment (Select Below)

Payable Dates 5/20/2024 - 5/31/2024

Vendor Name	Description (Payable)	Amount
<b>Department: 1110 - POLICE DEPARTMENT</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	96.00
SUNSET LAW ENFORCEMENT	Ammunition	2,337.00
LEXIPOL LLC	Policy	4,741.93
GALLS INC	Clothing allowance	141.79
GALLS INC	Clothing allowance	175.59
IMWCA	Work comp insurance 24/25	6,268.00
WINDSTREAM	PHONE/POLICE	82.99
		<b>Department 1110 - POLICE DEPARTMENT Total:</b>
		<b>13,843.30</b>
<b>Department: 1150 - FIRE DEPARTMENT</b>		
JAMIE BECK	Reimbursement- fire truck part	193.33
FELD FIRE EQUIPMENT CO	0439211-IN	450.00
FELD FIRE EQUIPMENT CO	0439211-IN	1,099.05
I-80 TRAILERS	Trailer parts	45.00
STAPLES	office supplles	36.31
WALSH DOOR	Lock work	315.00
TOYNE INC	Wireless headset radios	2,275.00
IMWCA	Work comp insurance 24/25	3,244.00
MPEC/NAPA Auto Parts	misc supplies	110.77
TRENT WHIPPLE	Reimbursement- equipment	30.38
		<b>Department 1150 - FIRE DEPARTMENT Total:</b>
		<b>7,798.84</b>
<b>Department: 1160 - FIRST RESPONDERS</b>		
IMWCA	Work comp insurance 24/25	356.00
		<b>Department 1160 - FIRST RESPONDERS Total:</b>
		<b>356.00</b>
<b>Department: 2210 - STREET/ROADWAY MAINT</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	48.00
PATTERSON AUTO	work to streets vehicle	417.83
HALLETT MATERIALS	Concrete sand	257.76
GRIMES ASPHALT & PAVING	cold mix	376.65
PREFERRED PEST MANAGEM...	SERVICE	60.00
CALHOUN-BURNS ASSOCIATES	2024 Bridge rating & inspecti...	914.00
LOGAN CONTRACTORS SUPPLY	ADA sidewalk panel	2,265.95
IMWCA	Work comp insurance 24/25	5,761.00
IOWA ONE CALL	ONE CALL	20.10
MPEC/NAPA Auto Parts	misc supplies	201.76
		<b>Department 2210 - STREET/ROADWAY MAINT Total:</b>
		<b>10,323.05</b>
<b>Department: 2211 - STORM DRAINAGE</b>		
STRAND ASSOCIATES, INC	Project 7044.014	140.00
		<b>Department 2211 - STORM DRAINAGE Total:</b>
		<b>140.00</b>
<b>Department: 4410 - LIBRARY</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
EARLY BIRD WINDOW WASHI...	Cleaning	160.00
CENTER POINT PUBLISHING	2092582, 2090766	211.90
SABRINA GOGERTY	cleaning	293.75
PREFERRED PEST MANAGEM...	SERVICE	125.00
INGRAM LIBRARY SERVICES	81704452- books	292.70
INGRAM LIBRARY SERVICES	81704452- books	162.27
AUREON COMMUNICATIONS	LIBRARY SERVICIE	59.67
BAKER & TAYLOR	BOOKS	1,200.19
BAKER & TAYLOR	BOOKS	348.23
DEAN VANDE GRIEND	Bookcase	2,500.00
STORY CITY SPACE CENTER	Storage	60.00
TARA TURNER	Reimbursement- supplies	49.81

CLAIMS REGISTER REPORT

Payable Dates: 5/20/2024 - 5/31/2024

Vendor Name	Description (Payable)	Amount
TARA TURNER	Reimbursement- supplies	27.81
TARA TURNER	Reimbursement- supplies	13.99
TARA TURNER	Reimbursement- supplies	42.83
VISA/BERTHA BARTLETT	Programming	22.25
VISA/BERTHA BARTLETT	Programming	29.39
VISA/BERTHA BARTLETT	Programming	6.99
VISA/BERTHA BARTLETT	Programming	24.81
VISA/BERTHA BARTLETT	Programming	68.00
VISA/BERTHA BARTLETT	Programming	8.03
VISA/BERTHA BARTLETT	Programming	10.70
VISA/BERTHA BARTLETT	Programming	15.00
VISA/BERTHA BARTLETT	Programming	19.26
VISA/BERTHA BARTLETT	Programming	32.10
VISA/BERTHA BARTLETT	Programming	52.43
VISA/BERTHA BARTLETT	Programming	39.98
VISA/BERTHA BARTLETT	Programming	36.04
VISA/BERTHA BARTLETT	Programming	85.60
VISA/BERTHA BARTLETT	Programming	11.96
VISA/BERTHA BARTLETT	Programming	8.12
VISA/BERTHA BARTLETT	Programming	94.15
VISA/BERTHA BARTLETT	Programming	24.58
VISA/BERTHA BARTLETT	Programming	1.49
VISA/BERTHA BARTLETT	Programming	-7.42
VISA/BERTHA BARTLETT	Programming	9.89
VISA/BERTHA BARTLETT	Programming	21.99
VISA/BERTHA BARTLETT	Programming	24.58
<b>Department 4410 - LIBRARY Total:</b>		<b>6,204.07</b>
<b>Department: 4430 - PARKS</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
PREFERRED PEST MANAGEM...	SERVICE	110.00
GOLDEN VALLEY HARDSCAPES	mulch	125.00
PORTABLE PRO	Soccer field	180.00
PORTABLE PRO	South park	90.00
ANGELA HALLADAY	May cleaning	110.00
IMWCA	Work comp insurance 24/25	3,399.00
MPEC/NAPA Auto Parts	misc supplies	47.87
<b>Department 4430 - PARKS Total:</b>		<b>4,093.87</b>
<b>Department: 4440 - RECREATION DEPARTMENT</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
INTENSITEE INC	youth soccer shirts, Lifeguard ...	736.00
INTENSITEE INC	youth soccer shirts, Lifeguard ...	53.82
<b>Department 4440 - RECREATION DEPARTMENT Total:</b>		<b>805.82</b>
<b>Department: 4445 - SWIMMING POOL</b>		
ACCO UNLIMITED	Pool chemicals/supplies	915.96
ACCO UNLIMITED	Pool chemicals/supplies	1,931.20
CENTRAL IOWA DIST	Cleaning supplies	405.00
DDM ELECTRIC	City hall, pool work	104.25
CARRICO AQUATIC RESOURCES	Industrial sensors	968.10
INTENSITEE INC	youth soccer shirts, Lifeguard ...	864.22
CENTRAL PUMP & MOTOR	pool pump maintenance	1,944.97
<b>Department 4445 - SWIMMING POOL Total:</b>		<b>7,133.70</b>
<b>Department: 4450 - CEMETERY</b>		
PAUL JELSMAN	Reimbursement- cemetery spa...	800.00
IMWCA	Work comp insurance 24/25	253.00
<b>Department 4450 - CEMETERY Total:</b>		<b>1,053.00</b>
<b>Department: 5540 - PLANNING AND ZONING</b>		
STRAND ASSOCIATES, INC	Project 7044.012	1,310.25
<b>Department 5540 - PLANNING AND ZONING Total:</b>		<b>1,310.25</b>

CLAIMS REGISTER REPORT

Payable Dates: 5/20/2024 - 5/31/2024

Vendor Name	Description (Payable)	Amount
<b>Department: 6300 - PARTIAL SELF FUNDING</b>		
BENEFITS INC	GROUP HEALTH	252.00
		<b>Department 6300 - PARTIAL SELF FUNDING Total: 252.00</b>
<b>Department: 6611 - EXECUTIVE (MAYOR, ADM)</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
		<b>Department 6611 - EXECUTIVE (MAYOR, ADM) Total: 16.00</b>
<b>Department: 6620 - FINANCIAL AD (CLERK,TREA)</b>		
GANNETT IOWA LOCALIQ	MINUTES/NOTICES	1,481.43
JESSICA LUNDY	Reimbursement- clothing allo...	150.00
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
PETTY CASH	CITY HALL	146.93
COMPASS BUSINESS SOL	envelopes	325.00
STAPLES	office supplies	106.77
RK DIXON	Waste bottle	48.00
IMWCA	Work comp insurance 24/25	1,629.00
		<b>Department 6620 - FINANCIAL AD (CLERK,TREA) Total: 3,919.13</b>
<b>Department: 6650 - CITY HALL/SENIOR CENTER</b>		
DDM ELECTRIC	City hall, pool work	153.82
PREFERRED PEST MANAGEM...	SERVICE	80.00
GRAINGER PARTS OPERATION	parts + flags	596.76
ANGELA HALLADAY	May cleaning	210.00
		<b>Department 6650 - CITY HALL/SENIOR CENTER Total: 1,040.58</b>
<b>Department: 7723 - DEBT SERVICE/FIRE</b>		
RELIANCE STATE BANK	Fire Truck 4151921114	14,961.50
RELIANCE STATE BANK	Fire Truck 4151921114	5,309.50
		<b>Department 7723 - DEBT SERVICE/FIRE Total: 20,271.00</b>
<b>Department: 7793 - 2021 STREET SWEEPER</b>		
RELIANCE STATE BANK	4151921121 St Sweeper	13,093.94
RELIANCE STATE BANK	4151921121 St Sweeper	2,221.06
		<b>Department 7793 - 2021 STREET SWEEPER Total: 15,315.00</b>
<b>Department: 8510 - TREES AND PLANTINGS</b>		
PATTERSON AUTO	work to trees forever truck	76.93
		<b>Department 8510 - TREES AND PLANTINGS Total: 76.93</b>
<b>Department: 8779 - WASTEWATER TREATMENT</b>		
MSA PROFESSIONAL SERVICES	WWTP Phase II Design & Cons...	34,400.00
		<b>Department 8779 - WASTEWATER TREATMENT Total: 34,400.00</b>
<b>Department: 9810 - WATER UTILITY</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
ELECTRIC PUMP	Well #4	588.50
HILL'S BACKHOE & TILING	water main break, man hole i...	6,900.00
HILL'S BACKHOE & TILING	water main break, man hole i...	1,600.00
HILL'S BACKHOE & TILING	water leak- WWTP	1,656.25
PITTSBURG TANK & TOWER ...	Water tower cleaning	15,875.00
CENTRAL IOWA GARAGE DOO...	water plant overhead door se...	85.60
CAHOY PUMP SERVICE	Well #4 repairs	21,746.00
USA BLUE BOOK	parts	315.68
NATIONAL INDUSTRIAL & SAF...	Safety supplies	238.90
HAWKINS INC	chemicals	1,132.67
GRAINGER PARTS OPERATION	parts + flags	21.58
GRAINGER PARTS OPERATION	parts + flags	38.86
GRAINGER PARTS OPERATION	parts	128.92
IMWCA	Work comp insurance 24/25	3,130.00
IOWA ONE CALL	ONE CALL	20.10
		<b>Department 9810 - WATER UTILITY Total: 53,510.06</b>
<b>Department: 9815 - SEWER UTILITY</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00

**CLAIMS REGISTER REPORT**

**Payable Dates: 5/20/2024 - 5/31/2024**

<b>Vendor Name</b>	<b>Description (Payable)</b>	<b>Amount</b>
ACCUJET LLC	Jet/Vac	2,229.41
IMWCA	Work comp insurance 24/25	1,638.00
IOWA ONE CALL	ONE CALL	20.10
	<b>Department 9815 - SEWER UTILITY Total:</b>	<b>3,919.51</b>
	<b>Grand Total:</b>	<b>185,782.11</b>



**Report Summary**

**Fund Summary**

Fund	Payment Amount
001 - GENERAL FUND	47,179.48
032 - TREES FOREVER PROGRAM	76.93
033 - GILBERT PUBLIC LIBRARY	535.08
110 - ROAD USE TAX	10,323.05
115 - PARTIAL SELF FUNDING	252.00
200 - DEBT SERVICE	35,586.00
600 - WATER UTILITY	15,889.06
602 - WATER IMPROVEMENT	37,621.00
610 - SEWER UTILITY	3,919.51
615 - WW TREATMENT PLANT	34,400.00
<b>Grand Total:</b>	<b>185,782.11</b>

**Account Summary**

Account Number	Account Name	Payment Amount
001-1110-6150	INSURANCE, GROUP HE...	96.00
001-1110-6181	CLOTHING ALLOWANCE	317.38
001-1110-6230	TRAVEL & TRAINING	2,337.00
001-1110-6373	TELEPHONE	82.99
001-1110-6408	INSURANCE GENERAL	6,268.00
001-1110-6490	PROFESSIONAL SERVICES	4,741.93
001-1150-6320	BUILDING & GROUNDS	765.00
001-1150-6332	VEHICLE REPAIR & MAIN...	349.10
001-1150-6350	EQUIPMENT REPAIR & ...	1,099.05
001-1150-6408	INSURANCE GENERAL	3,244.00
001-1150-6504	MINOR EQUIPMENT	30.38
001-1150-6506	OFFICE SUPPLIES	36.31
001-1150-6727	CAPITAL EQUIPMENT	2,275.00
001-1160-6408	INSURANCE GENERAL	356.00
001-2211-6490	PROFESSIONAL SERVICES	140.00
001-4410-6150	INSURANCE, GROUP HE...	16.00
001-4410-6320	BUILDING & GROUNDS	3,138.75
001-4410-6373	TELEPHONE	59.67
001-4410-6500	PROGRAMMING	101.45
001-4410-6506	OFFICE SUPPLIES	59.61
001-4410-6508	PETTY CASH/POSTAGE	68.00
001-4410-6770	MAGAZINES	299.14
001-4410-6772	BOOKS	1,883.54
001-4410-6773	VIDEO	42.83
001-4430-6150	INSURANCE, GROUP HE...	32.00
001-4430-6320	BUILDING & GROUNDS	172.87
001-4430-6372	SANITATION SERVICES	270.00
001-4430-6408	INSURANCE GENERAL	3,399.00
001-4430-6498	CONTRACTUAL SERVICES	220.00
001-4440-6150	INSURANCE, GROUP HE...	16.00
001-4440-6499	MISCELLANEOUS	789.82
001-4445-6332	VEHICLE REPAIR & MAIN...	2,913.07
001-4445-6413	PAYMENTS TO OTHER A...	104.25
001-4445-6499	MISCELLANEOUS	864.22
001-4445-6507	MISC. OPERATING SUPPL..	3,252.16
001-4450-6408	INSURANCE GENERAL	253.00
001-4450-6499	MISCELLANEOUS	800.00
001-5540-6490	PROFESSIONAL SERVICES	1,310.25
001-6611-6150	INSURANCE, GROUP HE...	16.00
001-6620-6150	INSURANCE, GROUP HE...	32.00
001-6620-6181	CLOTHING ALLOWANCE	150.00
001-6620-6402	PUBLICATION ADV/LEGAL	1,481.43
001-6620-6408	INSURANCE GENERAL	1,629.00

**Account Summary**

Account Number	Account Name	Payment Amount
001-6620-6506	OFFICE SUPPLIES	479.77
001-6620-6508	PETTY CASH/POSTAGE	146.93
001-6650-6320	BUILDING & GROUNDS	363.82
001-6650-6490	PROFESSIONAL SERVICES	80.00
001-6650-6499	MISCELLANEOUS	596.76
032-8510-6507	MISC. OPERATING SUPPL..	76.93
033-4410-6772	BOOKS	535.08
110-2210-6150	INSURANCE, GROUP HE...	48.00
110-2210-6330	MOTOR VEHICLE MAINT...	417.83
110-2210-6408	INSURANCE GENERAL	5,761.00
110-2210-6490	PROFESSIONAL SERVICES	994.10
110-2210-6504	MINOR EQUIPMENT	201.76
110-2210-6526	ROAD MAINT. SUPPLIES	2,900.36
115-6300-6150	INSURANCE, GROUP HE...	252.00
200-7723-6801	BOND PRINCIPAL FIRE T...	14,961.50
200-7723-6851	BOND INTEREST	5,309.50
200-7793-6801	BOND PRINCIPAL	13,093.94
200-7793-6851	BOND INTEREST	2,221.06
600-9810-6150	INSURANCE, GROUP HE...	32.00
600-9810-6408	INSURANCE GENERAL	3,130.00
600-9810-6490	PROFESSIONAL SERVICES	10,850.45
600-9810-6507	MISC. OPERATING SUPPL..	1,876.61
602-9810-6499	MISCELLANEOUS	15,875.00
602-9810-6798	CAPITAL PROJECT	21,746.00
610-9815-6150	INSURANCE, GROUP HE...	32.00
610-9815-6408	INSURANCE GENERAL	1,638.00
610-9815-6490	PROFESSIONAL SERVICES	2,249.51
615-8779-6490	PROFESSIONAL SERVICES	34,400.00
	<b>Grand Total:</b>	<b>185,782.11</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	185,782.11
<b>Grand Total:</b>	<b>185,782.11</b>