

City of Hills

Council Members

Bruce Endris
Steve Harris
Merle Hill
Thom Kirkpatrick
Cathy Knebel

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Phone 319-679-3197
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Mayor

Tim Kemp
Clerk
Bonnie Hansen
Deputy Clerk
Leanne Sommers

.....
City Administrator- Cathy Fitzmaurice-Hill

Hills City Council
Regular Meeting

Hills Fire Department Meeting Room @ 7:00 PM
October 13, 2014

- **Consent Agenda:**
 - Minutes from meeting September 22, 2014
 - Bills from September 23 - October 13
- **Public Discussion**
- **New Business**
 - Resolution 2014-33 approving and authorizing the Mayor to sign Contractor's Application for Payment No.4 to the Contract with Maguire Iron Inc for Hills Municipal Water System - Division 2
 - Discussion and possible action on Terracon Consultants, Inc proposal to provide geotechnical engineering services for wastewater expansion.
 - Resolution 2014-34 setting employee wages for deputy city clerk for fiscal year 2014-2015 beginning October 1, 2014 through June 30, 2015
 - Resolution 2014-35 approving and authorizing the Mayor to sign Contractor's Application for Payment No. 3 to the Contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System - Division 1
 - Resolution 2014-36 authorizing the Mayor to execute Change Order No. 6 to the Contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System - Division 1
- **Previous Business**
 - Discussion and possible action on Water utility
 - Discussion and possible action on wastewater expansion
- **Council Action List, Comments, Concerns, Reports**
 - Mayor
 - Attorney
 - City Administrator
 - Water
 - Maintenance
 - Fire Department
 - Clerk Office
- **Adjournment**

Hills City Council
Meeting
September 22, 2014
7:00 PM
Hills Fire Station Meeting Room

The regular Hills City Council meeting was called to order by Mayor Tim Kemp at 7:00 PM on Monday, September 22, 2014 at the Hills Fire Station Meeting Room.

Council members present were: Cathy Knebel, Steve Harris, Merle Hill and Thom Kirkpatrick. Absent: Bruce Endris

A motion was made by Knebel and seconded by Hill to approve the consent agenda of the minutes and bills. Ayes: 4. Motion passed.

Public Discussion:

There were no comments from the public.

Council Meeting

New Business:

Supervisor John Etheredge was present to discuss the courthouse annex. He explained the current courthouse does not meet the needs of the growing county. Currently, it takes about one year for a civil trial to be heard and longer if bumped by criminal. The plan shows an addition of 4 courtrooms above the current facility. There is also a security concern that is addressed by the annex. All inmates will enter through a secure entrance and access courtrooms by an inmate only elevator. The current facility mixes inmates with the public.

Resolution 2014- 28 was presented authorizing the Mayor to execute Change Order No. 3 to the contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System – Division 1. A motion was made by Kirkpatrick and seconded by Harris to accept this resolution. Roll Call was held. Ayes – 4. Resolution passed.

Resolution 2014-29 was presented authorizing the Mayor to execute Change Order No. 4 to the contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System – Division 1. A motion was made by Hill and seconded by Knebel to accept this resolution. Roll Call was held. Ayes – 4. Resolution passed.

Resolution 2014-30 was presented authorizing the Mayor to execute Change Order No. 5 to the contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System – Division 1. A motion was made by Kirkpatrick and seconded by Hill to accept this resolution. Roll Call was held. Ayes – 4. Resolution passed.

Resolution 2014-31 was presented approving and authorizing the Mayor to sign Contractor's Application for Payment No. 2 to the Contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System – Division 1. A motion was made by Knebel and seconded by Kirkpatrick to accept this resolution. Roll Call was held. Ayes – 4. Resolution passed.

Resolution 2014-32 was presented approving and authorizing the Mayor to sign Contractor's Application for Payment No. 3 to the Contract with Maguire Iron Inc for Hills Municipal Water System – Division 2. A motion was made by Kirkpatrick and seconded by Knebel to accept this resolution. Roll Call was held. Ayes – 4. Resolution passed.

A discussion was held with regard to Work Change Directive No. 2. This Directive proposes an asphalt overlay on the 5 main street crossing for the water main instead of seal coat. The Directive sets out the maximum that will be charged for this work. The council expressed concerns that this was not included in the original specs to the project. It was noted that contractor discovered 11 inches of asphalt when completing the first crossing. It was felt that the repairs should also be asphalt but there will be a concrete base. A motion was made by Hill and seconded by Knebel to accept Work Change Directive No. 2. Ayes – 4. Motion carried.

A contract for snow removal by Knebel Landscaping was presented. A motion was made by Kirkpatrick and seconded by Knebel to accept the contract for snowplowing, skidloader, dump truck and end loader services. Ayes -4. Motion carried.

A discussion was held with regard to water updates. Jim Wolfe reported that seeding would take place Sept. 29th. It was also reported that a forced main was hit during construction and repaired temporarily due to the time of the incident. It will be permanently repaired at a later date.

REPORTS:

Attorney: No report.

Fire Chief: Fire chief Van Nevel updated the council number of calls in the City. October 5-11th is Fire Prevention Week. The Fire Department will host preschool and kindergarten classes from Hills Elementary. The Fire Association will provide drinks and the Department will provide . There are three new members on the Department: Tommy Riley, Austin Reed and David Arch. The Chief set open burning for October 1 thru 29th.

Maintenance: No report

Sewer: No report.

Administrator: Cathy reported that the second SRF disbursement has been requested and received. She reported that she spoke with Greg Downes regarding an appraisal of the Stutsman property. The Council directed her to move forward with the appraisal. Cathy also updated the Council on progress with hiring a Deputy City Clerk.

Mayor: No Report

Clerk: - No report

A motion was made by Knebel and seconded by Harris to adjourn the meeting at 8:59PM. Ayes: 4 Motion passed.

Tim Kemp, Mayor

Cathy Fitzmaurice-Hill, Administrator

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
HILLS BANK & TRUST GENERAL							
SEPT14	1	10/13/14	10/13/14	1361 CATHY FITZMAURICE-HILL SEPT. INS. REIMBURSEMENT	231.82	001 001-620-6150	1
				INVOICE TOTAL	231.82		
				VENDOR TOTAL	231.82		
30236	1	10/13/14	10/13/14	1013 CITY OF IOWA CITY LIBRARY FEE	606.25	001 001-410-6430	1
				INVOICE TOTAL	606.25		
				VENDOR TOTAL	606.25		
OCT14	1	10/13/14	10/13/14	1335 DEREK BARNARD WEB MANAGMENT	60.00	001 001-650-6419	1
				INVOICE TOTAL	60.00		
				VENDOR TOTAL	60.00		
14696	1	10/13/14	10/13/14	1269 NEUZIL, SANDERSON & SIGAFOOSE,P ATTORNEY FEE	1,184.50	001 001-640-6411	1
				INVOICE TOTAL	1,184.50		
				VENDOR TOTAL	1,184.50		
2539802	1	10/13/14	10/13/14	1046 GAZETTE COMMUNICATIONS PUBLICATION	53.80	001 001-650-6414	1
				INVOICE TOTAL	53.80		
2539803	1	10/13/14	10/13/14	PUBLICATION	215.46	001 001-650-6414	1
				INVOICE TOTAL	215.46		
2540958	1	10/13/14	10/13/14	PUBLICATION	57.22	001 001-650-6414	1
				INVOICE TOTAL	57.22		
2541502	1	10/13/14	10/13/14	PUBLICATION	151.62	001 001-650-6414	1
				INVOICE TOTAL	151.62		
				VENDOR TOTAL	478.10		
4074	1	10/13/14	10/13/14	1064 HILLS INSURANCE AGENCY CITY INSURANCE	14,085.00	001 001-650-6408	1
				INVOICE TOTAL	14,085.00		
				VENDOR TOTAL	14,085.00		
OCT14	1	10/13/14	10/13/14	1068 I WIRELESS CELL PHONE	66.91	001 001-650-6373	1
				INVOICE TOTAL	66.91		
				VENDOR TOTAL	66.91		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
1086 IOWA LEAGUE OF CITIES							
0CT14	1	10/13/14	10/13/14	BUDGET WORKSHOP	35.00	001 001-650-6515	1
				INVOICE TOTAL	35.00		
				VENDOR TOTAL	35.00		
1101 JOHNSON COUNTY SHERIFF							
0CT14	1	10/13/14	10/13/14	POLICE PROTECTION	2,167.75	001 001-110-6420	1
				INVOICE TOTAL	2,167.75		
				VENDOR TOTAL	2,167.75		
1130 MID AMERICAN ENERGY							
0CT14	1	10/13/14	10/13/14	77990-780158 1/2 FIRE DE	5.67	001 001-150-6371	1
	2			77990-780158 1/2 FIRE DE	5.67	001 001-650-6371	1
	3			77150-78014 MAINT BLDG	14.03	001 001-650-6371	1
				INVOICE TOTAL	25.37		
				VENDOR TOTAL	25.37		
1349 IOWA OFFICE SUPPLY INC							
98289	1	10/13/14	10/13/14	COPIER	117.76	001 001-650-6504	1
				INVOICE TOTAL	117.76		
99930	1	10/13/14	10/13/14	COPIER	106.48	001 001-650-6504	1
				INVOICE TOTAL	106.48		
				VENDOR TOTAL	224.24		
1193 SHARON TELEPHONE							
CT14	1	10/13/14	10/13/14	TELEPHONE 224 1/2 FIRE D	50.44	001 001-150-6373	1
	2			224 1/2 FIRE DEPT	50.43	001 001-650-6373	1
	4			223 MAINTENANCE	34.68	001 001-650-6373	1
	5			513 CLERK	146.03	001 001-650-6373	1
				INVOICE TOTAL	281.58		
				VENDOR TOTAL	281.58		
1195 SHIVE HATTERY							
141060-4	1	10/13/14	10/13/14	GRADE 6	69.50	001 001-699-6490	1
	2			GRADE 8	501.00	001 001-699-6490	1
	3			ADMINISTRATIVE	38.50	001 001-699-6490	1
	4			MILEAGE	17.92	001 001-699-6490	1
				INVOICE TOTAL	626.92		
				VENDOR TOTAL	626.92		
1289 STATE HYGIENIC LABORATORY							
1770	1	10/13/14	10/13/14	BALL PARK TESTS	12.50	001 001-430-6380	1
				INVOICE TOTAL	12.50		
				VENDOR TOTAL	12.50		

1203 STUTSMAN INC

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
71237	1	10/13/14	10/13/14	1203 STUTSMAN INC FIRE DEPT TIRES	788.03 INVOICE TOTAL 788.03	001 001-150-6332	1
71591	1	10/13/14	10/13/14	FIRE DEPT	343.98 INVOICE TOTAL 343.98	001 001-150-6332	1
				VENDOR TOTAL	1,132.01		
.2946	1	10/13/14	10/13/14	1264 THREE CHICKS PUBLICATIONS LLC DEPUTY CLERK AD	7.00 INVOICE TOTAL 7.00	001 001-650-6414	1
				VENDOR TOTAL	7.00		
OCTNEWSLET	1	10/13/14	10/13/14	1216 U S POST OFFICE OCTOBER NEWSLETTER	70.00 INVOICE TOTAL 70.00	001 001-650-6508	1
				VENDOR TOTAL	70.00		
				GENERAL	21,294.95		
				ROAD USE TAX			
OCT14	1	10/13/14	10/13/14	1010 CASEY'S GENERAL STORE CORPORAT GAS	175.67 INVOICE TOTAL 175.67	110 110-210-6331	1
				VENDOR TOTAL	175.67		
				ROAD USE TAX	175.67		
				WATER			
14696	2	10/13/14	10/13/14	1269 NEUZIL, SANDERSON & SIGAFOOSE, P ATTORNEY FEE	218.50 INVOICE TOTAL 218.50	600 600-810-6411	1
				VENDOR TOTAL	218.50		
37206	1	10/13/14	10/13/14	1261 FOX ENGINEERING AUG/SEPT WATER CONTRACT	46,657.84 INVOICE TOTAL 46,657.84	600 600-810-6490	1
				VENDOR TOTAL	46,657.84		
OCT14	1	10/13/14	10/13/14	1124 JIM WOLFE WAGES	1,998.00 INVOICE TOTAL 1,998.00	600 600-810-6010	1
				VENDOR TOTAL	1,998.00		

1130 MID AMERICAN ENERGY

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

				1130 MID AMERICAN ENERGY					
OCT14	4	10/13/14	10/13/14	08821-08014 STREB PUMP H	10.00	600		600-810-6371	1
				INVOICE TOTAL	10.00				
				VENDOR TOTAL	10.00				
				1187 RIVER PRODUCTS					
103739	1	10/13/14	10/13/14	rock	56.27	600		600-815-6490	1
				INVOICE TOTAL	56.27				
				VENDOR TOTAL	56.27				
				1195 SHIVE HATTERY					
1141170-2	1	10/13/14	10/13/14	WATER	2,062.76	600		600-810-6490	1
				INVOICE TOTAL	2,062.76				
				VENDOR TOTAL	2,062.76				
				SEWER					
				1034 BRUCE ENDRIS					
OCT14	1	10/13/14	10/13/14	CONTRACT WAGES	800.00	610		610-815-6010	1
	2			SEWER ALARM	50.00	610		610-815-6010	1
	3			FORCE MAIN	50.00	610		610-815-6010	1
	4			AERATOR REPAIR	250.00	610		610-815-6010	1
				INVOICE TOTAL	1,150.00				
				VENDOR TOTAL	1,150.00				
				1261 FOX ENGINEERING					
17048	1	10/13/14	10/13/14	WASTEWATER	1,470.00	610		610-815-6399	1
				INVOICE TOTAL	1,470.00				
				VENDOR TOTAL	1,470.00				
				1261 FOX ENGINEERING					
17199	1	10/13/14	10/13/14	WASTEWATER ENGINEERING F	1,470.00	610		610-815-6399	1
				INVOICE TOTAL	1,470.00				
				VENDOR TOTAL	2,940.00				
				1287 KEYSTONE LABORATORIES					
X06621	1	10/13/14	10/13/14	TESTS	61.38	610		610-815-6380	1
				INVOICE TOTAL	61.38				
				VENDOR TOTAL	61.38				
				1287 KEYSTONE LABORATORIES					
X08055	1	10/13/14	10/13/14	TESTS	41.68	610		610-815-6380	1
				INVOICE TOTAL	41.68				
				VENDOR TOTAL	41.68				
				1287 KEYSTONE LABORATORIES					
X08340	1	10/13/14	10/13/14	TESTS	78.38	610		610-815-6380	1
				INVOICE TOTAL	78.38				
				VENDOR TOTAL	78.38				
				1287 KEYSTONE LABORATORIES					
X08696	1	10/13/14	10/13/14	TESTS	41.68	610		610-815-6380	1
				INVOICE TOTAL	41.68				
				VENDOR TOTAL	223.12				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
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OCT14	3	10/13/14	10/13/14	1193 SHARON TELEPHONE 2107 LIFT STATION	33.90	610 610-815-6373	1
				INVOICE TOTAL	33.90		
				VENDOR TOTAL	33.90		
OCT14	1	10/13/14	10/13/14	1216 U S POST OFFICE UTILITY POSTAGE	61.88	610 610-815-6508	1
				INVOICE TOTAL	61.88		
				VENDOR TOTAL	61.88		
				SEWER	4,408.90		
				LANDFILL/GARBAGE			
OCT14	1	10/13/14	10/13/14	1014 CITY OF IOWA CITY LANDFIL LANDFILL	247.30	670 670-840-6491	1
				INVOICE TOTAL	247.30		
				VENDOR TOTAL	247.30		
72616	1	10/13/14	10/13/14	1100 JOHNSON COUNTY REFUSE, INC GARBAGE	1,230.25	670 670-840-6492	1
				INVOICE TOTAL	1,230.25		
				VENDOR TOTAL	1,230.25		
OCT14	2	10/13/14	10/13/14	1216 U S POST OFFICE UTILITY POSTAGE	61.88	670 670-840-6508	1
				INVOICE TOTAL	61.88		
				VENDOR TOTAL	61.88		
				LANDFILL/GARB	1,539.43		
				HILLS BANK & TRUST TOTAL	78,422.32		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	78,422.32		
				GRAND TOTALS	78,422.32		

RESOLUTION NO. 2014 -33

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN CONTRACTOR'S
APPLICATION FOR PAYMENT NO. 4 TO THE CONTRACT WITH MAGUIRE IRON INC FOR HILLS
MUNICIPAL WATER SYSTEM - DIVISION 2**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA, that the City Council approves and authorizes the Mayor to sign the Contractor's Application for Payment No. 4 to the contract with Maguire Iron Inc. for Hills Municipal Water System - Division 2, in the amount of \$42,335.29

Motion made by _____, seconded by _____

to approve Resolution No. 2014-33.

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2014-33 Passed and Approved on October 13, 2014.

Tim Kemp
Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator

Contractor's Application for Payment No. 4

Lump Sum Contract


Project: Hills Municipal Water System - Division 2 From (Contractor): Maguire Iron Application Date: 9/30/2014
To (Owner): City of Hills, Iowa Owner's Project No.: Period From: 9/1/2014
Via (Engineer): FOX Engineering Engineer's Proj. No.: 3395-11A Period To: 9/30/2014

Approved Change Order Summary:		Deductions
No.	Date Approved	Additions
1.	ORIGINAL CONTRACT PRICE.....	\$ 767,000.00
2.	Net change by Change Orders.....	\$
3.	Current Contract Price (Line 1 + 2).....	\$ 767,000.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 309,278.03
5. RETAINAGE:		
a.	5% X \$238,200.00 Work Completed.....	\$ 11,910.00
b.	5% X \$71,078.03 Stored Material.....	\$ 3,553.90
c.	Less Total Retainage Released Early.....	\$
d.	Total Retainage (Line 5a + Line 5b - Line 5c).....	\$ 15,463.90
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5d).....	\$ 293,814.13
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 251,458.84
8.	AMOUNT DUE THIS APPLICATION.....	\$ 42,355.29
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 473,185.87
TOTALS		
NET CHANGE BY CHANGE ORDERS		

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 10-2-14

Payment of \$ 42,355.29 (Line 8 or other - attach explanation of the other amount)
 is recommended by:  (Engineer) 10-7-14 (Date)
 Payment of \$ _____ (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): Hills Municipal Water System - Division 2
 Contractor: Maguire Iron

Owner's Proj. No.:
 Engineer's Proj. No.: 3395-11A

Application Number: 4
 Application Date: 9/30/2014

A		B	C		D	E	F		G
Item		Scheduled Value	Work Completed		This Period	Materials Presently Stored (not in C or D)	Total Completed & stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Item No.	Description		From Previous Application (C+D)						
1	Drawings/Bonds/Insurance	\$50,000.00	\$50,000.00				\$50,000.00	100.0%	
2	Piling	\$92,000.00	\$92,000.00				\$92,000.00	100.0%	
3	Foundation	\$96,200.00	\$96,200.00				\$96,200.00	100.0%	
4	Steel Receipt	\$98,400.00				\$71,078.03	\$71,078.03	72.2%	\$27,321.97
5	Steel Fabrication and Delivery	\$197,460.00							\$197,460.00
6	Erection	\$118,300.00							\$118,300.00
7	Painting	\$71,340.00							\$71,340.00
8	Electrical	\$43,300.00							\$43,300.00
Totals		\$767,000.00	\$238,200.00			\$71,078.03	\$309,278.03		\$457,721.97

Stored Material Summary

Contractor's Application

A		B		C		D		E		F		G
For (contract): Hills Municipal Water System - Division 2												
Contractor: Maguire Iron												
Owner's Proj. No.: 3395-11A												
Application Number: 4												
Application Date: 9/30/2014												
Invoice No.	Shop Drawing Description	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)			
			Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal, \$ (D+E)	Date (Mo./Year)	Amount (\$)				
953878		1/2 x 96 x 240 A36 HR Plate	June/2014	\$1,501.19		\$1,501.19			\$1,501.19			
954004		1/4 x 96 x 240 A36 HR Plate	June/2014	\$2,350.51		\$2,350.51			\$2,350.51			
413871		5/8 x 96 P/W x 240 P/L A36 Plate	July/2014	\$1,876.60		\$1,876.60			\$1,876.60			
670845		1/4 x 72 C/W x 185 S/L x A36 x STR HR	July/2014	\$3,914.54		\$3,914.54			\$3,914.54			
671048		1/4 x 72 C/W x 185 S/L x A36 x STR HR	July/2014	\$4,697.53		\$4,697.53			\$4,697.53			
671049		1/4 x 72 C/W x 240 S/L x A36 x STR HR	July/2014	\$4,570.69		\$4,570.69			\$4,570.69			
955124		5/16 x 72 C/W x 185 S/L x A36 x TR/CL HR	July/2014	\$5,382.70		\$5,382.70			\$5,382.70			
14-957041		7/16 x 72 C/W x 290 S/L x A36 x TR/CL HR	Aug/2014	\$2,199.76		\$2,199.76			\$2,199.76			
14-421290		7/16 x 96 PW x 210 and 311 PL x A36 HR P		\$7,828.05	\$7,828.05	\$7,828.05			\$7,828.05			
14-421291		1/2 x 84 P/W and 3/8 x 96 A36 Plate		\$7,499.01	\$7,499.01	\$7,499.01			\$7,499.01			
14-421292		5/8 x 96 P/W A36 Plate		\$4,268.45	\$4,268.45	\$4,268.45			\$4,268.45			
14-421293		1/2 x 96 x 302 A36 HR Plate		\$5,667.01	\$5,667.01	\$5,667.01			\$5,667.01			
14-421294		1/2 x 96 x 302 x A36 HR Plate		\$3,778.01	\$3,778.01	\$3,778.01			\$3,778.01			
14-422292		5/8 x 60 P/W and 9/16 x 96 A36 Plate		\$9,976.66	\$9,976.66	\$9,976.66			\$9,976.66			
14-958140		7/16 x 72 C/W x 296 S/L x A36 x TR/CL HR		\$3,367.56	\$3,367.56	\$3,367.56			\$3,367.56			
14-959457		7/16 x 72 C/W x 290 S/L x A36 x TR/CL HR		\$2,199.76	\$2,199.76	\$2,199.76			\$2,199.76			
Totals				\$26,493.52	\$44,584.51	\$71,078.03			\$71,078.03			

OLYMPIC STEEL

INVOICE

REMIT
PAYMENT
TO: Olympic Steel, Inc.
Dept. Ch 17813
Palatine, IL 60055-7813

Toll Free
Fax

(763) 544-7100
(800) 328-0757
(763) 544-1595

Plate Facility
13100 15th Ave N
Minneapolis, MN 55441

Customer PO# / Date		Factory Order #	Ship Via	FOB	Our Plant	Terms		Invoice #
Maguire Tank Inc Po Box 1446 Sioux Falls, SD 57101-1446		11-184261	Truck			1/2% 10 Net 30		14-421290
Customer PO# / Date		11-184261	Truck			Certs Taken By		Invoice Date
40761 HILLS, IA 05/23/14						B MSA M (61)		08/22/14
Description of Item						Freight		B/L Number / Date
Item						P		
10	7/16 x 96 PW x 210 PL x A36 HR PLATE	# of Pkgs	C/P	Quantity Shipped	A/C	Price	Customer Part #	Amount
		2	C	4 PC 10006 LB 4539 KG		44.95 /CWT	7/16X96X210XA36	4497.70
20	7/16 x 96 PW x 311 PL x A36 HR PLATE	1	C	2 PC 7409 LB 3361 KG		44.95 /CWT	7/16X96X311	3330.35
**** IF YOU WOULD RATHER RECEIVE YOUR INVOICES BY EMAIL **** ** PLEASE SEND A REQUEST TO CENTRALREGIONAR@OLYSTEEL.COM **								
Total Invoice								7828.05

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 7 of the War Relocation Authority Act of 1943, and that the goods were produced and ordered by the Administrator of the War Relocation Authority under Section 14 thereof.

CONDITIONS OF SALE - The above materials should be inspected and tested before use. In case any defects are found the material should not be used until notified of cause. If the above material is used it shall be deemed an acceptance of the same and conclusive evidence that it is not defective and is of the character and type ordered. All Prices Subject to Change Without Notice. The merchandise herein referred to is sold without warranties express or implied. These conditions shall not be waived other than in writing by an officer of this Company.

Customer Copy

OLYMPIC STEEL

Plate Facility
15100 13th Ave N
Minneapolis, MN 55441

(763) 544-7100
(608) 328-0757
(763) 544-1995

Toll Free
Fax

REMIT
PAYMENT
TO:
Olympic Steel, Inc.
Dept Ch 17813
Palatine, IL 60055-7813

INVOICE

Page 1 of 1

Maguire Tank Inc Po Box 1446 Sioux Falls, SD 57101-1446		Maguire Tank (Ship To) Ship To: 300 W Walnut Sioux Falls, SD 57101		Terms: 1/2% 10 Net 30 Invoice #: 14-421291				
Customer PO # / Date: 40761 HILLS, IA 05/23/14		Ship Via: Truck		Salesman: M (61) Invoice Date: 08/22/14				
Factory Order: 11-184261		Our Plant		Freight: P				
Item	Description of Item	# of Pkgs	CP	Quantity Shipped	A/C	Price	Customer Part #	Amount
100	1/2 x 84 PW x 312 P/L x A36 HR PLATE	1	C	2 PC 7433 LB 3372 KG		44.95 /CWT	1/2X84X312A36	3341.13
170	3/8 x 96 PW x 302 PL x A36 HR PLATE	1	C	3 PC 9250 LB 4196 KG		44.95 /CWT	3/8X96X302A36HR PLATE	4157.88
***** IF YOU WOULD RATHER RECEIVE YOUR INVOICES BY EMAIL ***** ** PLEASE SEND A REQUEST TO CENTRALREGIONAR@OLYSTEEL.COM **								
Total Invoice								7499.01

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division, issued under Section 14 thereof.

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Form # 76-980 (02/06)

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Page 1 of 1

Plate Facility
13100 15th Ave N
Minneapolis, MN 55441

(651) 544-7100
(651) 528-0752
(651) 544-1585

Toll Free
Fax

REMIT
PAYMENT
TO:
Olympic Steel, Inc.
Dept Ch 17813
Palatine, IL 60055-7813

Maguire Tank Inc Po Box 1446 Sioux Falls, SD 57101-1446		Maguire Tank (Ship To) Ship To: 300 W Walnut Sioux Falls, SD 57101		Terms: 1/2% 10 Net 30 Invoice #: 14-421292 Certs: B Taken By: MSA Salesman: M (61) Invoice Date: 08/22/14				
Customer PO # / Date	Factory Order #	Ship Via	FOB	Our Plant	B/L Number / Date			
40761 HILLS, IA	05/23/14	11-184261	Truck	Our Plant	528926 08/21/14			
Item	Description of item	# of Pkgs	C/P	Quantity Shipped	A/C	Price	Customer Part #	Amount
30	5/8 x 96 P/W x 229 P/L x A36 HR PLATE	1	C	2 PC 7794 LB 3535 KG		44.95 /CWT	5/8X96X229A36	3503.40
40	5/8 x 96 P/W x 100 P/L x A36 HR PLATE	1	C	1 PC 1702 LB 772 KG		44.95 /CWT	5/8X96X100A36	765.05
***** IF YOU WOULD RATHER RECEIVE YOUR INVOICES BY EMAIL ***** *** PLEASE SEND A REQUEST TO CENTRALREGIONAR@OLYSTEEL.COM ***								
Total Invoice							9496	4268.45

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof.

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OLYMPIC STEEL

INVOICE

Page 1 of 1

Plate Facility
13100 15th Ave N
Minneapolis, MN 55441

(763) 544-7100
(600) 328-0757
(763) 544-1585

Toll Free
Fax

REMIT
PAYMENT
TO:
Olympic Steel, Inc.
Dept Ch 17813
Palatine, IL 60055-7813

Maguire Tank Inc
Po Box 1446
Sioux Falls, SD 57101-1446

Maguire Tank (Ship To)
Ship To: 300 W Walnut
Sioux Falls, SD 57101

Customer PO # / Date	Ship Via	Factory Order #	Our Plant	EOB	Freight	B/L Number / Date	Invoice #
40761 HILLS, IA 05/23/14	Truck	11-184261	Our Plant		P	528953	08/21/14
Item	Description of Item	# of Pigs	C/P	Quantity Shipped	A/C	Price	Customer Part #
80	1/2 x 96 x 302 x A36 HR PLATE	2	P	3 PC 12333 LB 5594 KG		45.95 /CWT	1/2X96X302A36HR PLA
***** IF YOU WOULD RATHER RECEIVE YOUR INVOICES BY EMAIL *****							5667.01
*** PLEASE SEND A REQUEST TO CENTRALREGIONAR@OLYSTEEL.COM **							
Total Invoice							5667.01

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof.
Form # 76-990 (02/05)

CONDITIONS OF SALE - The above materials should be inspected and tested before use. In case any defects are found the material should not be used and we are to be notified at once. If the above material is used it shall be considered as an unequivocal acceptance of the same and conclusive evidence that it is not defective and is of the character and type ordered. All Prices Subject to Change Without Notice.
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Customer - Copy

OLYMPIC STEEL

INVOICE

Page 1 of 1

Plant Facility
13100 15th Ave N
Minneapolis, MN 55441

(763) 544-7100
(800) 328-0757
(763) 544-1555

Toll Free
Fax

REMIT
PAYMENT
TO:
Olympic Steel, Inc.
Dept Ch 17813
Palatine, IL 60055-7813

Customer PO # / Date		Factory Order #		Ship Via		FOB		Invoice #	
40761 HILLS, IA 05/23/14		11-184261		Truck		Our Plant		14-421294	
Maguire Tank Inc		Maguire Tank (Ship To)							
Po Box 1446		Ship To: 300 W Walnut							
Sioux Falls, SD 57101-1446		Sioux Falls, SD 57101							
Item	Description of Item	# of Pkgs	C/P	Quantity Shipped	A/C	Price	Customer Part #	Amount	Invoice Date
80	1/2 x 96 x 302 x A36 HR PLATE	1	C	2 PC 8222 LB 3729 KG		45.95 /CWT	1/2X96X302A36HR PLA	3778.01	08/22/14
**** IF YOU WOULD RATHER RECEIVE YOUR INVOICES BY EMAIL ****									
** PLEASE SEND A REQUEST TO CENTRALREGIONAR@OLYSTEEL.COM **									
Total Invoice								3778.01	

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof.

Form # 76-800 (02/06)

CONDITIONS OF SALE - The above materials should be inspected and tested before use. In case any defects are found the material should not be used and we are to be notified at once. If the above material is used it shall be considered as an unequivocal acceptance of the same and conclusive evidence that it is not defective and is of the character and type ordered. All Prices Subject to Change Without Notice.
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Customer Copy

OLYMPIC STEEL

INVOICE

Page 1 of 1

REMIT
PAYMENT
TO:
Olympic Steel, Inc.
Dept Ch 17813
Palatine, IL 60055-7813

Picture Facility
13100 15th Ave N
Minneapolis, MN 55441
(763) 544-7100
(800) 328-0757
(763) 544-1585
Toll Free
Fax

Customer PO # / Date		Factory Order #		Ship Via		FOB		Freight		E/L Number / Date		Terms		Invoice #	
Maguire Tank Inc Po Box 1446 Sioux Falls, SD 57101-1446		11-184261		Truck		Our Plant		P		535475		09/12/14		14-422292	
Ship To: 300 W Walnut Sioux Falls, SD 57101														1/2% 10 Net 30	
Certs: B		M (61)		MSA		Salesman								Invoice Date	
														09/15/14	
Item	Description of Item	Customer PO # / Date	Factory Order #	Ship Via	FOB	Freight	E/L Number / Date	Terms	Invoice #	Customer PO # / Date	Factory Order #	Ship Via	FOB	Freight	E/L Number / Date
50	5/8 x 60 P/W x 302 P/L x A36 HR PLATE														
70	9/16 x 96 x 302 x A36 HR PLATE														
<p>**** IF YOU WOULD RATHER RECEIVE YOUR INVOICES BY EMAIL **** ** PLEASE SEND A REQUEST TO CENTRALREGIONAR@OLYSTEEL.COM **</p>															
Total Invoice														21712	9976.66

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof.

Form # 76-690 (02/06)

CONDITIONS OF SALE - The above materials should be inspected and tested before use. In case any defects are found the material should not be used and we are to be notified at once. If the above material is used it shall be considered as an unequivocal acceptance of the same and conclusive evidence that it is not defective and is of the character and type ordered. All Prices Subject to Change Without Notice.

The merchandise herein returned to is sold without warranties express or implied. These conditions shall not be waived other than in writing by an officer of this Company.

Customer - Copy

OLYMPIC STEEL

INVOICE

REMIT TO:
 Olympic Steel, Inc.
 Dept Ch 17813
 Palatine, IL 60055-7813

Iowa Facility
 5425 State Street
 Bettendorf, IA 52722

(563) 332-7785
 (800) 655-2092
 (563) 332-5768

Toll Free
 Fax

Customer PO # / Date 40761 HILLS, IA 05/23/14		Factory Order # 17-184261		Ship Via Truck		FOB Our Plant		Terms 1/2% 10 Net 30		Invoice # 14-958140			
Maguire Tank Inc Po Box 1446 Sioux Falls, SD 57101-1446				Maguire Tank (Ship To) Ship To: 300 W Walnut Sioux Falls, SD 57101				Certs B		Taken By MSA		Salesman M (61)	
Item 110 7/16 x 72 CW x 296 S/L x A36 x TR/CL HR		Description of Item		# of Pkgs 1		C/P C		Quantity Shipped 3 PC 7933 LB 3598 KG		Price 42.45 /CWT		Customer Part # 7/16X72X296XA36	
***** IF YOU WOULD RATHER RECEIVE YOUR INVOICES BY EMAIL ***** ** PLEASE SEND A REQUEST TO CENTRALREGIONAR@OLYSTEEL.COM **										Total Invoice 3367.56			

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof.

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Customer Copy

OLYMPIC STEEL

INVOICE

Page 1 of 1

Iowa Facility
6425 State Street
Bottendorf, IA 52722

(563) 332-7785
(800) 635-2092
(563) 332-5788

Toll Free
Fax

REMIT Olympic Steel, Inc.
PAYMENT Dept Ch 17813
TO: Palatine, IL 60055-7813

Maguire Tank Inc
Po Box 1446
Sioux Falls, SD 57101-1446

Maguire Tank (Ship To)
Ship To: 300 W Walnut
Sioux Falls, SD 57101

Customer PO#/Date	Factory Order #	Ship Via	FOB	Freight	B/L Number/Date	Invoice #		
40761 HILLS, IA 05/23/14	17-184261	Truck	Our Plant	P	535549 09/12/14	14-959457		
Item	Description of Item	# of Pkgs	CIP	Quantity Shipped	A/C	Price	Customer Part #	Invoice Date
120	7/16 x 72 CW x 290 S/L x A36 x TR/CL HR	1	C	2 PC 5182 LB 2351 KG		42.45 /CWWT	7/16X72X290XA36	09/15/14
<p>**** IF YOU WOULD RATHER RECEIVE YOUR INVOICES BY EMAIL **** ** PLEASE SEND A REQUEST TO CENTRALREGIONAR@OLYSTEEL.COM **</p>								
Total Invoice						5182	2199.76	

CONDITIONS OF SALE - The above materials should be inspected and tested before use. In case any defects are found the material should not be used and we are to be notified at once. If the above material is used it shall be considered as an unequivocal acceptance of the same and conclusive evidence that it is not defective and is of the character and type ordered. All Prices Subject to Change Without Notice.
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Customer - Copy

We hereby certify that these goods were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof.
 Form # 78-990 (02/06)

October 2, 2014

City of Hills

201 North 1st Street

P.O. Box 345

Hills, Iowa 52235-0345

Attn: Ms. Bonnie Hansen – City Clerk

P: 319-679-3197

F: 319-679-3097

E: cityhills@netins.net

Re: Proposal for Geotechnical Engineering Services

Proposed WWTF Expansion

SE Quadrant of Lassie and Iowa Streets

Hills, Iowa

Terracon Proposal No. P06140575

Dear Ms. Hansen:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Hills, Iowa (City) to provide geotechnical engineering services for the referenced project. The purpose of this study will be to evaluate the pertinent geotechnical conditions at the site and to provide recommendations regarding the design and construction of the new lagoon cell, foundations, floor slabs, and pavements, site preparation and earthwork, as well as evaluation of the potential liner and berm borrow areas. This proposal outlines our understanding of the project and scope of services, and provides a lump sum fee for our services.

1.0 PROJECT INFORMATION

Terracon performed subsurface exploration for the original waste water treatment facility (WWTF) (Terracon Project No. 06865073, Subsurface Exploration Letter dated January 26, 1987) which included borings in the area of the existing treatment cells. The Request for Proposal (RFP) by the project civil engineer, FOX Engineering Associates, Inc. (FOX) dated September 25, 2014, as well as the information from the prior exploration was considered in developing our scope of services for this proposal. The Iowa Department of Natural Resources Iowa Wastewater Facilities Design Standards, Chapter 18C, Wastewater Treatment Ponds (Lagoons) (IDNR Chapter 18C) requirements were also considered.

1.1 Site Location

Item	Description
Location	<ul style="list-style-type: none"> ■ Existing City of Hills WWTF, located SE of the intersection of Lassie and Iowa Streets in Hills, Iowa
Existing improvements	<ul style="list-style-type: none"> ■ Primary and secondary treatment cells ■ Potential for field drain tiles
Current ground cover	<ul style="list-style-type: none"> ■ Agriculture land and grass
Existing topography	<ul style="list-style-type: none"> ■ Future lagoon cell area slopes downward to the southeast, with surface elevations ranging from about 627 to 624 feet ■ Potential borrow areas are rolling, with surface elevations ranging from about 622 to 632 feet

1.2 Project Description

Item	Description
Treatment area	<ul style="list-style-type: none"> ■ New aerated lagoon cell adjacent to and south of the existing cells <ul style="list-style-type: none"> ○ Plan dimensions of about 276 feet east-west and 104 feet north-south (about 0.7-acre) ○ Bottom elevation of 626 feet ○ High water level of 635 feet ○ Top of berm elevation of 637 feet ○ Berm slopes of 3H:1V (Horizontal to Vertical)
Structures	<ul style="list-style-type: none"> ■ Single-story blower building with a plan area of about 700 square feet <ul style="list-style-type: none"> ○ Pre-engineered metal building or load bearing masonry walls ■ Reinforced concrete UV disinfection structure with plan dimensions of about 4 feet by 25 feet, and a depth of about 4 feet ■ Pumping station: 6-foot diameter concrete manhole with a depth of about 15 feet, and a valve vault
Building construction (assumed)	<ul style="list-style-type: none"> ■ Slab-on-grade
Finished floor elevation (assumed)	<ul style="list-style-type: none"> ■ Within 2 feet of existing grades
Maximum loads (assumed)	<ul style="list-style-type: none"> ■ Columns: 25 kips ■ Walls: 2 klf ■ Slabs: 125 psf
Grading	<ul style="list-style-type: none"> ■ Cuts of 1 to 2 feet in lagoon <ul style="list-style-type: none"> ○ Greater cut depth if liner required ■ Fills up to 11 feet for the berms ■ Cuts and fills of less than about 4 feet in other areas (assumed)

Item	Description
Free-standing retaining walls (assumed)	■ None anticipated
Below grade areas (assumed)	■ None anticipated
Pavements (assumed)	■ None anticipated

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

2.0 SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

2.1 Field Program

FOX has requested four borings (one to 30 feet and three to 15 feet) for the lagoon in accordance with Iowa Department of Natural Resources (IDNR) Chapter 18C.2.5, as well as ten borings to 10 feet in potential borrow areas. Based on our experience with subsurface conditions at this site, we anticipate that the 15-foot deep lagoon borings will encounter water bearing sand strata within that depth. The scope is detailed below.

- One (1) soil boring (designated B-1) will be drilled within the proposed lagoon area to a depth of about 30 feet below existing grade;
- Three (3) soil borings (designated B-2 to B-4) will be drilled within the proposed lagoon area to depths of about 15 feet below existing grade;
 - However, if the planned 30-foot boring first encounters a water bearing stratum within the 15 to 30-foot depth range, Borings B-2 to B-4 will also be extended to that stratum;
- Ten (10) soil borings (designated B-5 to B-14) will be drilled in the potential borrow areas to depths of about 10 feet below existing grade.

In addition to the requested scope, we recommend the following be performed:

- One (1) boring to a depth of about 20 feet in the area of the proposed pumping station.

Soil sampling will be performed as follows:

- Lagoon borings (B-1 to B-4): As required by the IDNR, we will perform all lagoon area borings using a “modified” auger sampling procedure where augers are “cork-screwed” during advancement. Soil sampling will be performed using split-barrel sampling procedures at intervals of 5 feet, and “grab” samples may also be obtained;
- Borrow borings (B-5 to B-14): The augers will be advanced to 10 feet in depth and withdrawn. “Grab” samples of each soil type observed will be taken;
- Bulk samples of clay strata encountered in the borings will also be taken from selected borings;
- Pumping station (if performed): split-barrel samples at 5-foot intervals.

In addition, we will observe and record groundwater levels during drilling and sampling in all borings. Each lagoon boring (B-1 to B-4) will have a temporary piezometer installed for a minimum of 7 days, at which time the water levels will be observed prior to backfilling per IDNR Chapter 18C.

Conditions/Items to be provided by the City: Items to be provided by the City include the right of entry to conduct the exploration and an awareness and/or location of any public or private subsurface utilities existing in the area. If there are any other restrictions or special requirements regarding this site or exploration, these should be provided to us prior to commencing our field work. Terracon will contact the Iowa “One Call” service to request location of public utilities. It should be noted that Iowa “One Call” member companies require a minimum of 48 hours to locate utilities. Locating private utilities is the responsibility of their owner(s). Terracon will not be responsible for any damage to utilities not marked or improperly located.

Terracon will take reasonable efforts to reduce damage to the property. However, it should also be understood that in the normal course of our work, disturbance such as rutting of the ground surface could occur. We have not budgeted to restore the site beyond backfilling our boreholes. Any additional site restoration is considered the responsibility of others. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

We understand that the borings will be staked by FOX, and that we will be provided coordinates (latitude/longitude and/or Iowa State Plane) and surface elevations at the boring locations. If offsets from the staked locations are required due to access restrictions or utilities, the offset(s) will be noted on the boring logs.

Our fee is based on the site access requiring use of our ATV-mounted drilling equipment. It does not include services associated with snow removal, site clearing, wet ground conditions, tree or shrub clearing, or damage of existing crops / landscape. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services, if necessary. If

the borings will be performed when crops are planted, we recommend that a crop damage agreement be established between the City and crop owner prior to subsurface exploration.

For safety purposes, all borings will be backfilled as follows:

- Lagoon borings (B-1 to B-4) will have their temporary piezometers abandoned after the 7-day delayed water level measurements, and be backfilled with a mixture of bentonite chips and auger cuttings;
- Borrow area evaluation borings (B-5 to B-14) (and the pumping station boring, if performed) will be backfilled after their completion with auger cuttings.

Excess auger cuttings would be disposed of on the site as directed by the City. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We could provide this service or grout the holes at your request.

We assume that the field exploration can be performed without the need for personal protective equipment beyond Level D (e.g., hard hat, steel-toe boots). If evidence of contamination is encountered in the boring, the exploration will be terminated and our findings discussed with you. Should personal protective equipment or special borehole sealing procedures become necessary, this will be discussed with you prior to commencing further drilling.

2.2 Laboratory Testing

In the laboratory, water content tests will be performed on the samples obtained from the borings. Hand penetrometer tests may also be performed on select native samples. Native soil samples will be visually classified in accordance with the Unified Soil Classification System (USCS). In addition, the following testing will be performed on on-site cohesive soils from planned cut sections and/or borrow areas to help evaluate potential berm and basin liner materials:

- Four (4) Atterberg limits (liquid and plastic) and four (4) percent passing the U.S. No. 200 sieve (P200 wash);
- Two (2) standard Proctor and two (2) remolded permeability tests.

2.3 Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated under the supervision of a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, a geotechnical engineering report will be prepared that will include the following:

- Computer generated boring logs with soil stratification based on visual classification;
- Summarized laboratory data;

- Groundwater levels observed during drilling and sampling, and after 7-day delayed water level observations;
- Site and boring location plans;
- Subsurface exploration procedures;
- Encountered soil conditions;
- General site geology from published sources;
- Evaluation of potential Karst in the vicinity of the basins based on the limited subsurface data obtained and a desk review of information provided to the public via the IDNR website;
- Excavation and dewatering considerations;
- Site preparation and earthwork considerations;
- Fill placement recommendations;
- Basin liner and berm construction considerations and recommendations;
- Subdrain recommendations, if applicable;
- Design values for allowable bearing capacity for shallow foundations;
- Estimated settlement of foundations;
- Frost considerations.

2.4 Schedule

We can generally begin the field exploration program within about one to two weeks after receipt of our signed Agreement for Services, if site and weather conditions permit. We estimate the geotechnical report can be completed within about two to three weeks after the field and laboratory testing are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

3.0 COMPENSATION

We propose to perform the above geotechnical scope of services for the lump sum fee as shown in the table below. The fee is based on performing only the scope of services and laboratory tests discussed herein. The fee for the pumping station boring is only applicable when the drilling and reporting are combined with that for the base scope exploration. If separate mobilizations and/or reports are required, additional fees would apply. Please check the box next to each item for which services are desired. Unless instructed otherwise, the invoice will be sent to your attention at the above address.

Scope	Fee	Check for Service
Base Scope: Four (4) lagoon borings to 15 to 30 feet, ten (10) borrow borings to 10 feet laboratory testing, and geotechnical engineering report.	\$6,750 (Lump sum)	X
Optional Scope: One (1) pumping station boring to 20 feet. ¹	\$500 (Lump sum)	
Extending Lagoon Borings: Drilling Borings B-2 to B-4 up to 30 feet in depth per IDNR. ²	\$20 (per foot)	--

- 1) Includes drilling, sampling, laboratory testing, and engineering. Fee assumes same mobilization as base scope, and combined report.
- 2) Includes field work, data processing, and reporting. Maximum additional fee of \$900.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement to Agreement for Services form.

4.0 COMMITMENT TO SAFETY

It is our personal and organizational commitment at all levels of Terracon to have everyone go home safely every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality and schedule. As such, and in accordance with our *Incident and Injury Free*® (IIF) safety culture, Terracon will hold a meeting for our employees to review health and safety needs for this specific project. Should the property owner have additional safety requirements, we request these be brought to our attention prior to mobilization to the project site. Anticipated safety concerns could include subsurface utilities, uneven terrain, remote site conditions, water hazards, and animal, insect, or toxic plant exposure. It may become necessary to provide additional measures to improve the safety of our employees, at additional cost, to reduce the risk for personal exposure. In the event the City is aware of specific safety concerns for the project site, Terracon respectfully requests notification of such concerns prior to mobilization.

5.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

Proposal for Geotechnical Engineering Services
Proposed WWTF Expansion in Hills, Iowa
October 2, 2014 in Terracon Proposal No. P06140575

Terracon

We appreciate the opportunity to provide this proposal and look forward to working with you during both the design and construction phases of the project.

Sincerely,
Terracon Consultants, Inc.



Thomas W. Sherman, P.E. (WI)
Geotechnical Department Manager



Gregory J. Klein, P.E.
Office Manager/Senior Associate

TWS/GJK: N:\Proposal Documents\2014\P06140575\P06140575_0929_Hills.docx

Copies: 2 + PDF – Client

PDF – Mr. Steve Troyer, P.E. - FOX Engineering Associates, Inc. - sit@foxeng.com

Attachments: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Hills ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Hills WWTF Expansion project ("Project"), as described in the Project Information section of Consultant's Proposal dated 10/02/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By: Thomas W Sherman Date: 10/2/2014
 Name/Title: **Thomas W Sherman, P.E. / Geotechnical**
Department Manager
 Address: **2640 12th St. SW**
Cedar Rapids, IA 52404
 Phone: **(319) 366-8321** Fax: **(319) 366-0032**
 Email: **twsherman@terracon.com**

Client: **City of Hills**
 By: _____ Date: _____
 Name/Title: **Bonnie Hansen / City Clerk**
 Address: **201 North First Street**
Hills, IA 52235-0345
 Phone: **(319) 679-3197** Fax: **(319) 679-3097**
 Email: **cityhills@netins.net**

Reference Number: P06140575

RESOLUTION NO. 2014-34

**RESOLUTION SETTING EMPLOYEE WAGES FOR DEPUTY CITY CLERK FOR FISCAL YEAR 2014-2015
BEGINNING OCTOBER 1, 2014 THROUGH JUNE 30, 2015**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA, that Deputy City Clerk, Donna Hicks, shall be paid \$10.00 per hour for part time employment.

Motion made by _____, seconded by _____ to approve Resolution 2014-34.

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2014-34 Passed and Approved on October 13, 2014

Tim Kemp
Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator

RESOLUTION NO. 2014 -35

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3 TO THE CONTRACT WITH DAVE SCHMITT CONSTRUCTION CO INC FOR HILLS MUNICIPAL WATER SYSTEM - DIVISION 1

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA, that the City Council approves and authorizes the Mayor to sign the Contractor's Application for Payment No. 3 to the contract with Dave Schmitt Construction Co Inc. for Hills Municipal Water System - Division 1, in the amount of \$461,361.78

Motion made by _____, seconded by _____

to approve Resolution No. 2014-35.

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2014-35 Passed and Approved on October 13, 2014.

Tim Kemp
Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator

Contractor's Application for Payment No. 3

Lump Sum Contract
 Hills Municipal Water System - Division 1
 From (Contractor): Dave Schmitt Construction
 Application Date: 10/3/2014
 To (Owner): City of Hills, Iowa
 Owner's Project No.:
 Period From: 9/4/2014
 Via (Engineer): FOX Engineering
 Engineer's Proj. No.: 3395-11A
 Period To: 9/27/2014

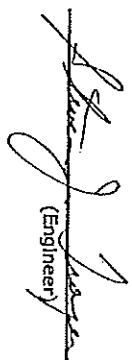
Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	9/8/2014		-\$61,025.00
2	8/21/2014	\$26,146.00	
3	9/22/2014	\$9,440.00	
4	9/22/2014		-\$3,928.00
5	9/22/2014	\$3,171.00	
TOTALS		\$38,757.00	-\$64,953.00
NET CHANGE BY CHANGE ORDERS			-\$26,196.00

Contractor's Certification
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 10/3/14

1. ORIGINAL CONTRACT PRICE..... \$ 4,352,237.00
2. Net change by Change Orders..... \$ -26,196.00
3. Current Contract Price (Line 1 + 2)..... \$ 4,326,041.00
4. TOTAL COMPLETED AND STORED TO DATE
 (Column F on Progress Estimate)..... \$ 894,222.24
5. RETAINAGE:
 - a. 5% X \$890,222.24 Work Completed..... \$ 44,511.11
 - b. 5% X \$4,000.00 Stored Material..... \$ 200.00
 - c. Less Total Retainage Released Early..... \$
 - d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ 44,711.11
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5d)..... \$ 849,511.13
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 388,149.35
8. AMOUNT DUE THIS APPLICATION..... \$ 461,361.78
9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G on Progress Estimate + Line 5 above)..... \$ 3,476,529.87

Payment of \$ 461,361.78
 (Line 8 or other - attach explanation of the other amount)

Is recommended by:  (Engineer) 10-9-14 (Date)

Payment of \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Progress Estimate

For (Contract): Hills Municipal Water System - Division 1
 Contractor: Dave Schmitt Construction

Contractor's Application

Owner's Proj. No.: 2595-11A
 Engineer's Proj. No.: 2595-11A
 Application Number: 3
 Application Date: 10/27/2014

Item No.	Item Description	B		C		D	E	F		G
		Shelved Value	Work Completed From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)			Total Completed & Stored to Date (C + D + E)	% (F/D)	
	Water Distribution System									
	Mobilization	\$22,690.00	\$73,828.26	\$21,442.38				\$101,270.64	34.6%	\$54,415.36
	Traffic Control	\$25,000.00	\$2,500.00	\$3,750.00				\$6,250.00	35.0%	\$10,750.00
	Sealing, Restoration, & Erosion Control	\$36,000.00	\$2,005.00	\$675.00				\$3,540.00	9.8%	\$31,460.00
	Seizure Roadway - Remove/Replace	\$82,929.00								\$82,929.00
	Gr PCC Pavement	\$83,200.00	\$17,600.00					\$37,600.00	21.2%	\$65,600.00
	4" PCC Sidewalk	\$9,337.75	\$2,277.50					\$3,277.50	24.4%	\$7,060.25
	Gr GRAVEL SURFACE	\$24,750.00	\$2,475.00	\$1,237.50				\$5,712.50	15.0%	\$21,037.50
	4" PVC Water Main	\$45,075.00	\$27,892.00	\$17,983.00				\$45,075.00	100.0%	
	8" PVC Water Main	\$468,583.00	\$56,725.00	\$421,853.00				\$100,558.00	37.0%	\$368,025.00
	8" PVC 8' DIP Water Main	\$304,172.00	\$48,822.59	\$35,938.10				\$112,766.69	37.1%	\$291,233.81
	Water Main Flushing	\$5,000.00	\$13,801.00	\$11,935.00				\$25,737.00	27.1%	\$19,063.00
	4" Gate Valves	\$1,550.00	\$775.00					\$775.00	50.0%	\$775.00
	8" Gate Valves	\$35,000.00	\$5,250.00	\$3,125.00				\$10,375.00	52.5%	\$16,625.00
	8" Sanitary Sewer	\$2,270.00	\$3,735.00	\$2,450.00				\$6,225.00	19.2%	\$6,225.00
	Sanitary Sewer NH	\$6,672.00	\$6,672.00					\$6,672.00	100.0%	
	Wall Modifications	\$5,020.00	\$5,020.00					\$5,020.00	100.0%	
	30" Jack and Bore (Under Railroad)	\$36,100.00								\$36,100.00
	18" Jack and Bore (Under Railroad)	\$66,150.00	\$66,150.00					\$66,150.00	100.0%	
	Fire Hydrant Assemblies	\$27,600.00								\$27,600.00
	Fire Hydrant (Only)	\$181,010.00	\$35,415.00	\$39,350.00				\$74,765.00	41.3%	\$106,245.00
	Service lines from curbstop to curbstop	\$57,265.00								\$57,265.00
	Service lines from curbstop to house	\$382,953.25	\$19,600.00	\$35,525.00				\$55,125.00	14.4%	\$327,828.25
	Plumbing work inside house	\$222,000.00	\$17,175.00	\$32,000.00				\$49,225.00	22.2%	\$172,775.00
	Water Meters and Meter Install	\$27,950.00								\$27,950.00
	Water Treatment Plant	\$277,050.00								\$277,050.00
	Mobilization	\$49,820.00		\$30,019.00				\$10,019.00	20.1%	\$39,801.00
	General Conditions	\$137,654.00		\$7,241.00				\$7,241.00	5.2%	\$130,413.00
	Electric Labor	\$50,700.00		\$2,400.00				\$2,400.00	4.7%	\$48,300.00
	Electric Material	\$46,011.00		\$5,287.00				\$5,287.00	11.5%	\$40,724.00
	Generator	\$45,001.00								\$45,001.00
	Controls Integration	\$126,014.00								\$126,014.00
	Cast-in-Place Concrete	\$69,000.00								\$69,000.00
	Precast Concrete	\$32,000.00								\$32,000.00
	Rebar	\$109,000.00								\$109,000.00
	Miscellaneous Steel	\$12,000.00								\$12,000.00
	Rough Carpentry	\$6,000.00								\$6,000.00
	Roofing & Sheet Metal Flashing	\$35,000.00								\$35,000.00
	Joint Sealants	\$3,000.00								\$3,000.00
	Doors, Frames, & Hardware	\$20,000.00								\$20,000.00
	Aluminum Windows	\$11,000.00								\$11,000.00
	Painting	\$29,000.00								\$29,000.00
	Specialties	\$7,000.00								\$7,000.00
	Laboratory Cabinets	\$7,000.00								\$7,000.00
	Plumbing & HVAC	\$125,000.00		\$2,404.00				\$2,404.00	1.9%	\$122,596.00
	Process Piping & Valves	\$98,000.00		\$10,936.00				\$10,936.00	11.2%	\$87,064.00
	Centrifugal Pumps	\$9,000.00								\$9,000.00
	Chemical Feed & Cleanwell Tanks	\$54,000.00								\$54,000.00
	P/O System	\$293,000.00		\$30,000.00				\$30,000.00	7.0%	\$263,000.00
	Foundry/building gram & subbas	\$25,000.00		\$3,474.00				\$3,474.00	13.9%	\$21,526.00
	Approved Change Orders									
	CO #01 Eliminate Granular Borefill	(\$61,025.00)								(\$61,025.00)
	CO #02 North H2O Route	\$26,146.00								\$26,146.00
	CO #03 Add tracer to water service lines	\$9,440.00		\$1,416.00				\$1,416.00	15.0%	\$8,024.00
	CO #04 Treatment plant window & overhead door	(\$1,928.00)								(\$1,928.00)
	CO #05 Add 6" valve & 3" Submittal service	\$3,171.00		\$3,171.00				\$3,171.00	100.0%	
	Totals	\$4,236,041.00	\$403,570.26	\$481,643.98	\$4,000.00	\$894,232.24				\$3,441,808.76

Stored Material Summary

Contractor's Application

For (contract): Hills Municipal Water System - Division 1
 Contractor: Dave Schmitt Construction
 Owner's Proj. No.: 3395-11A
 Engineer's Proj. No.: 3395-11A
 Application Number: 3
 Application Date: 10/3/2014

A Invoice No.	B Shop Drawing Instrumental No.	C Materials Description		D Stored Previously		E Stored this Month		F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)	
		Rebar for Cast in Place Concrete		Date (Mo./Year)	Amount (\$)	Date (Mo./Year)	Amount (\$)	Date (Mo./Year)	Amount (\$)		
DM006889		Rebar for Cast in Place Concrete			\$7,130.00		\$7,130.00	9/2014	\$3,130.00	\$4,000.00	
Totals											
									\$7,130.00	\$3,130.00	\$4,000.00

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14024

Seller's Application For Payment No. 1

To (Buyer): Woodruff Construction LLC	Application Period: 5/19/14 - 8/21/14	Application Date: 8/21/2014
Project Hills, IA Municipal Water System	From (Seller): Harn R/O Systems, Inc.	Via (Engineer):
Buyer's Contract No.: PO 14036-16	Contact: Kyle Jennings	Attn:
	Seller's Project No.: 14-2029C	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders Number	Additions	Deductions	
1.	ORIGINAL CONTRACT PRICE		\$ [REDACTED]
2.	NET CHANGE BY CHANGE ORDERS		\$ [REDACTED]
3.	CURRENT CONTRACT PRICE (Line 1 + 2)		\$ [REDACTED]
4.	TOTAL COMPLETED AND STORED TO DATE (From Periodic Estimate)		\$ 35,800.00
5.	RETAINAGE: (10% x 35,800.00 Line 4)		\$ 3,580.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)		\$ 32,220.00
7.	PREVIOUS BILLINGS		\$ -
8.	PREVIOUS PAYMENTS		\$ -
9.	OUTSTANDING BALANCE (Line 7 - Line 8)		\$ 32,220.00
10.	AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)		\$ 32,220.00
11.	AMOUNT DUE INCL. OUTSTANDING BALANCE (Line 9 + Line 10)		\$ 32,220.00
12.	BALANCE TO FINISH INCLUDING RETAINAGE		\$ [REDACTED]
TOTALS			
NET CHANGE BY CHANGE ORDERS			

SELLER'S CERTIFICATION

The undersigned Seller certifies that: (1) all previous progress payments received from Buyer on account of work done under the Contract have been applied on account to discharge Seller's legitimate obligations incurred in connection with Goods & Services furnished by prior Applications for Payment; (2) title of all Goods & Services, materials and equipment incorporated in said Goods & Services or otherwise listed in or covered by this Application for Payment will pass to Buyer at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Buyer indemnifying Buyer against any such Liens, security interest or encumbrances); and (3) all Good & Services covered by this Application for Payment is in accordance with the Contract Documents and is not defective or non-conforming.

By: HARN R/O SYSTEMS, INC. Date: 8-21-14

Payment of: \$ _____ (Line 10 or other - attach explanation of other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____ (Line 10 or other - attach explanation of other amount)

is approved by: _____ (Buyer) _____ (Date)

Funding Agency (if applicable) _____ (Date)

RESOLUTION NO. 2014 -36

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 6 TO THE
CONTRACT WITH DAVE SCHMITT CONSTRUCTION CO INC FOR HILLS MUNICIPAL WATER
SYSTEM - DIVISION 1**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA, that the City Council authorizes the Mayor to execute Change Order No. 6 to the contract with Dave Schmitt Construction Co Inc. for Hills Municipal Water System - Division 1, increasing the amount due to the contractor by \$2,860.98

Motion made by _____, seconded by _____

to approve Resolution No. 2014-36.

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2014-36 Passed and Approved on October 13, 2014.

Tim Kemp
Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator

Change Order No. 6

Project: Hills Municipal Water System - Division 1	Date of Contract: June 2, 2014
Owner: City of Hills, Iowa	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 3395-11A
Contractor: Dave Schmitt Construction Co., Inc.	Date of Issuance:

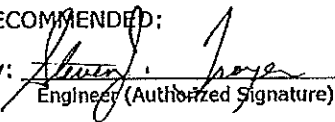
The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS:

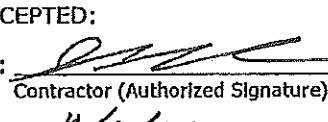
- Item 1 *Meter Modifications for RO Skid.* Eliminate permeate vortex flow meters and replace with paddle wheel flow meters. Add a paddle wheel flow meter to the cleaning system. Net Deduct amount = \$3,186.23
- Item 2 *Install Block and Bleed Valves on the RO Skid.* IDNR requires that block and bleed valves be added to the RO skid for the cleaning system. Add amount = \$6,047.21

Attachments: Harn Proposal letters dated 9/15/14 and 10/08/14

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$4,352,237.00	Original Contract <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar Substantial completion: November 28, 2015 Ready for final payment: December 23, 2015
<input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease from previously approved Change Orders: (\$26,196.00)	<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: Substantial completion: 5 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$4,326,041.00	Contract Times prior to this Change Order: Substantial completion: December 3, 2015 Ready for final payment: December 23, 2015
<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: \$2,860.98	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: Substantial completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$4,328,901.98	Contract Times with all approved Change Orders: Substantial completion: December 3, 2015 Ready for final payment: December 23, 2015

RECOMMENDED:
By: 
Engineer (Authorized Signature)
Date: 10-8-14

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: 
Contractor (Authorized Signature)
Date: 9/8/14



MEMBRANE WATER TREATMENT SYSTEMS

September 15, 2014

Woodruff Construction, LLC
Attn: Luke D'Antonio
2030 Keokuk St.
Iowa City, IA 52240

Re: Hills Municipal Water System Change Proposal Request 001

Mr. D'Antonio,

Please see the pricing modifications as requested per our conference call with Steve Troyer on August 18, 2014.

- a Eliminate Permeate Vortex Style Flow Meters / Add Paddle Wheel Flow Meters (\$3,850.00)
Delete 2" 1st Stage Permeate Vortex Style Flow Meter
Delete 3" Total Permeate Vortex Style Flow Meter
Provide Signet Paddle Wheel Rotor-X Flow Sensor
Provide Signet 9900 Panel Mount Analyzer with 4-20 mA Module
Provide 2" & 3" Install Fitting

- b Add Cleaning System Paddle Wheel Flow Meters \$815.50
Provide Signet Paddle Wheel Rotor-X Flow Sensor
Provide Signet 9900 Panel Mount Analyzer
Provide 4" Install Fitting

~~b Add Local Cleaning System Panel \$6,180.00
Provide a local 120 VAC Control Panel~~

We hope our proposal meets your needs. Please advise how we are to proceed as soon as possible.

Thank you,
Kyle Jennings

Kyle Jennings, PE
Project Engineer
Harn R/O Systems, Inc.

Total Deduct = (\$3850.00 - \$815.50) x 1.05 = \$3186.23



MEMBRANE WATER TREATMENT SYSTEMS

October 08, 2014

Woodruff Construction, LLC
Attn: Luke D'Antonio
2030 Keokuk St.
Iowa City, IA 52240

Re: Hills Municipal Water System Change Proposal Request 003 – Revision 1.0

Mr. D'Antonio,

Please see the pricing modifications as requested per our submittal review conference call with Steve Troyer on September 15, 2014.

This pricing proposal includes the cost to add block and bleed valve arrangements in the six locations on each train. The locations and sizes of the arrangements are as follows: 3" 1st Stage Cleaning Feed; 3" 1st Stage Cleaning Return; 3" Permeate Isolation; 1.0" Permeate Fill / Return; & 1.5" Second Stage Feed.

This revised proposal eliminates the previously proposed 1.5" second stage return block and bleed valve arrangement.

Blocking valves will be sized to the line. 3" Blocking valves shall be Asahi Type 57 Butterfly Valves, lines less than 3" in diameter shall be Asahi Type 21 ball valves. Bleed valves shall be 1.0" Asahi Type 21 ball valves. The bleed valves will be terminated with a PVC hosebarb end such that the Operator can install a temporary PVC hose to the barbed fitting and drain the air gap to a bucket.

Upon acceptance Harn will provide a proper submittal detailing the work.

The *revised* proposed cost of the adder is \$5,485.00

Please advise how we are to proceed as soon as possible.

Thank you,

A handwritten signature in black ink, appearing to read 'Kyle Jennings'.

Kyle Jennings, PE
Project Engineer
Harn R/O Systems, Inc.

TOTAL ADD = \$5485 x 1.05 (Woodruff markup) x 1.05 (Dave Schmitt markup) = \$6047.21

DRINKING WATER STATE REVOLVING FUND LOAN DISBURSEMENT REQUISITION



INVESTING IN IOWA'S WATER
www.iowasrf.com

2015 Grand Ave
Des Moines, IA 50312
800-432-7230
F 515-725-4901

1. Requisition No. 3	Partial X
3. Date Submitted:	4. Loan Project No. FS- 52-12-DWSRF-021
5. Loan Recipient:	City of Hills
Mailing Address:	201 North First St P O Box 345 Hills, Iowa 52235-0345

6. COST CLASSIFICATION	TOTAL PROJECT COSTS TO DATE	COSTS PAID FROM OTHER SOURCES	COSTS PAID FROM LOAN PROCEEDS
a. Loan initiation fee			
b. P&D Loan Pay off			
c. Administrative expense			
d. Land, rights-of-way			120,438.44
e. Legal expenses	218.50		3,944.50
f. Engineering design fees			
g. Engineering construction fees	48,720.60		19,191.14
h. Construction	503,717.07		609,987.70
i. Equipment			
j. Interim financing interest			
k. Misc. costs			
l. Final loan adjustment			
m. TOTAL COSTS	552,656.17		
n. Disbursement received			753,561.78
o. Amount of this request	552,656.17		

I hereby certify that this request for disbursement is a true and accurate request for disbursement; that it is made in accordance with the terms and conditions of the above referenced Loan Agreement; and that this request for disbursement represents eligible project costs not previously requested.

Cathy Fitzmaurice Hill
Signature of Authorized Representative

Cathy Fitzmaurice Hill
Typed or Printed Name and Title