

UTILITY COMMITTEE Meeting Notice

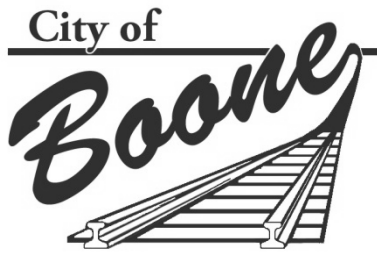
Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: March 8, 2023

Time of Meeting: 4:30 P.M.

Place of Meeting: City Hall Council Chambers

1. Call Meeting to Order.
2. Approve Minutes from the January 11, 2023 Meeting.
3. Review/Consider Professional Services Agreement with WHKS for 2023 Sanitary Sewer I/I Inspection Program (Phase 5).
4. Review/Discuss Meter Price Increase.
5. Meter Upgrade Report.
 - a. January.
 - b. February.
6. Stop Box Repair/Shut Off Report.
 - a. January.
 - b. February.
7. Other Business.
8. Adjourn.



UTILITY COMMITTEE Meeting Notice

Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: January 11, 2023

Time of Meeting: 4:30 P.M.

Place of Meeting: City Hall Council Chambers

1. Call Meeting to Order.

Present: Moorman, Stines

Others present: Skare, Robbins, Andrews, Perry Gjersvik, Laurie Twitchell, Vote, Turbes, Majors, Roy Martin

2. Approve Minutes from the November 9, 2022 Meeting.

Stines moved; Moorman seconded to approve the minutes of the November 9, 2022 Utility Meeting. Ayes: all those in attendance. Nays: none.

3. Review/Discuss Contract Amendment from Fox Strand regarding Ultraviolet Disinfection (UV) Project.

Laurie Twitchell, Project Manager with Fox Strand, addressed questions regarding the Contract Amendment for the Ultraviolet Disinfection (UV) Project. Twitchell stated she would need some time to review a table and questions from Short Elliott Hendrickson (SEH). The Committee will review the Contract Agreement again at the February 8, 2023 Utility meeting before bringing to full Council.

4. Meter Upgrade Report.

- a. November

Andrews reported that in November staff finished twenty-one (21) meter upgrades, six (6) meters were installed for new services, and four (4) meters were changed out due to other reasons.

- b. December

In December, staff finished fourteen (14) meter upgrades, one (1) meter was installed for new service, and nine (9) meters were changed out due to other reasons.

5. Stop Box Repair/Shut Off Report.

- a. November

Vote reported that staff did not do shut offs during November and December but thirty-five (35) accounts would have qualified to be on the shut off list in November and have been sent

letters to notify them of the delinquency. Three (3) delinquent bills in the amount of \$951.05 were certified on November 28, 2022 and if left unpaid, twenty-seven (27) bills totaling \$9,688.90 are scheduled to be certified.

b. December

Vote also reported that in December, fifty-three (53) accounts would have qualified to be on the shut off list and have been sent a delinquency letter. Eleven (11) delinquent bills totaling \$3,677.43 were certified January 5, 2023 and if left unpaid, eight (8) bills totaling \$2,170.21 are scheduled to be certified on January 20, 2023.

Andrews advised that there is one hundred ten (110) stop boxes in need of repair but staff will be focusing on copper service lines over lead services for the time being due to an upcoming Department of Natural Resources (DNR) requirement.

6. Other Business.

7. Adjourn.

With no other business to come before the Committee the meeting adjourned at 4:55 p.m.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Boone** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2023 Sanitary Sewer I/I Inspection Program (Phase 5)**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Field investigation and analysis engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Item A (Base Price for I/I Program Setup and Management)- Lump Sum fee of \$17,900.

Item B (Sump Pump Program Inspections)- Billed at \$49/Initial Inspection. Estimated fee based on 477 properties is \$23,373.

Item C (Sump Pump Program Re-Inspections)- Billed at \$79/Re-Inspection. Estimated fee based on 95 properties is \$7,705.

Item D (Flow and Rainfall Monitoring)-Billed at \$639/flow meter/month, \$519/rain gauge/month, \$1,000 reimbursable expense for flow meter band purchase, and \$5,600 lump sum for flow data analysis. Estimated fee based on 3 flow monitors and 1 rain gauge for a duration of 9 months is \$29,224.

Item E (Smoke and Dye Testing, and Manhole Inspections)- Billed at \$0.42/linear foot of sewer for smoke testing, \$813/public sector dye test per location, \$259 private sector dye test per property, and \$66/manhole. Estimated fee based on 21,890 linear feet of sewer, 5 public sector dye tests, 5 private sector dye tests, and 71 manhole inspections is \$19,239.

Total Estimated Fee on next page.

Total Estimated Fee of \$96,741.00 including expenses.

Executed this _____ day of _____, 2023

City of Boone

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By:  _____

Printed Name: Derek J. Thomas, P.E.

Title: Vice President



Exhibit A to Professional Services Agreement

A. Project Description

The overall goal of the proposed 2023 Sanitary Sewer I/I Inspection Programs is to reduce the amount of rainwater and groundwater entering the sanitary sewer system during wet weather. Removing this clear water will reduce sewage handling and treatment costs, minimize sanitary sewer overflows, and extend the life of upgrades made to the sewer system and treatment facilities.

The Project will consist of sanitary sewer collection system inspections, sump pump/beaver drain inspections, and analysis within the central area of the City shown on the attached Exhibit B.

Sources of clear water will be investigated and inventoried through sump pump inspections, smoke and dye testing, manhole inspections, and flow/rain monitoring. Defects will be analyzed and prioritized to identify critical structural deficiencies and sources of I/I that are cost effective to reduce. Inventory data will be reported in Geographic Information System (GIS) format, which will assist in creation of GIS base mapping and asset management.

Private sector sump pump and beaver drain inspections will be conducted to identify and correct illicit private sources of clear water in the collection system. This task will include a Council session and public workshop, public outreach, and completion of sump pump inspections.

Approximate quantities of sanitary mains, manholes, and properties within this area:

Area	Length of Sewer Mains	Size of Sewer Mains	Number of Manholes	Number of Properties for Inspection
South Central	21,890 L.F.	6” – 36”	71	477

B. Scope of Services Provided Under This Agreement:

1. **Item “A” I/I Program Setup and Management**
 - Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant’s standard forms, preparation of status reports, and general administrative activities.
 - Prepare Public Notices and Informational Literature. WHKS will reuse the methods and information established in the previous three phases of the Program, for this Project. We will renew and update the public information website BooneSump for use during this Project.
 - Sump Pump Project Support and Administration. Project administration services, including setup of initial inspection list, refinement of proposed inspection methodology, quality assurance / quality control of inspection data and coordination

with the City. WHKS will also provide the Client access to the project website, if Client desires. At the completion of the program, WHKS will provide a Final Report that will include statistics and maps showing the inspections passed, failed, and unresolved. The report will be provided in electronic table (Excel, Access, CSV) and GIS shapefile formats.

- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph D., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend one (1) public information meeting to inform the public about the sump pump program.

2. **Item "B" Sump Pump Inspections**

This task is for inspection of properties to identify cross connections between sump pumps, beaver drains, other clear water sources, and the sanitary sewer.

- **Schedule Inspections.** WHKS will schedule all inspections. WHKS will develop and maintain a project website for use in scheduling and reporting inspections. WHKS will provide inspection reports to residents. Up to three (3) notification letters per property are included in this scope. Additionally distribution of door hangers to unresponsive properties between the 2nd and 3rd notices are also included in this scope.
- **Conduct Initial Inspections.** Inspections will be conducted for all properties with active sewer accounts within the identified basins, including commercial and industrial properties. The inspections will consist of observing the discharge location and discharge pipe materials of any sump pumps and pits and the discharge locations of interior foundation drains. WHKS will photograph the interior plumbing and exterior of the home. WHKS will also record grading that is sloped towards the buildings and building roof drain/downspout locations. Inspections will not include dye tracing to determine sump pump discharge point. Inspections will not include televising of laterals. If a sump pump or roof drain discharge location cannot be determined by visual inspection, it shall be noted, and a separate dye test inspection will be necessary for making the final determination. Inspections will be completed between the hours of 7:00 am and 7:00 pm, Monday through Friday. WHKS will not provide corrective plumbing services. This contract assumes all initial inspections will be completed by the end of 2023. Initial inspections past 20223 may be billed at the reinspection rate or be completed under a future scope of work as directed by the City. Inspection fee is on a per-inspection basis and includes conducting inspections, travel time, receiving resident phone calls to schedule inspections, field QA/QC data checks, data entry, per diem, mileage, and expenses.
- **Resident Reports.** WHKS will provide a copy of the completed inspection form to the property owner following each inspection.
- **QA/QC.** The field data on each form will be reviewed for completeness and for obvious errors or inaccuracies.

3. **Item "C" Sump Pump Reinspections**

This task is for reinspection of properties to confirm that plumbing corrections have been completed.

- **Schedule Reinspections.** WHKS will schedule all reinspections using the same system as for initial inspections. WHKS will provide reinspection reports to residents. One (1) notification letter/report per property is included in this scope.

- **Conduct Reinspections.** WHKS will provide reinspection of failed inspections after correction. Reinspection fee is on a per-inspection basis and includes all labor and expenses. This contract assumes all reinspections will be completed by the end of 2023. Reinspections past 2023 may be completed under a future scope of work.
- **Resident Reports.** WHKS will provide a copy of the completed reinspection form to property owner following reinspection.
- **QA/QC.** The field data on each form will be reviewed for completeness and for obvious errors or inaccuracies.

4. **Item “D” Flow and Rainfall Monitoring**

This task includes installation, maintenance, and removal of temporary flow meters and analysis of city-provided rainfall gauge data. The intent is to capture at least one significant rainfall event and use the data to identify leaky sub-basins. A secondary intent is to provide preliminary flow data for a future post-rehabilitation analysis. The locations, quantity, and duration of monitoring has not yet been determined. There is no guarantee of weather conditions or the potential duration of monitoring needed to meet the Client’s objectives.

- **Temporary flow and rainfall monitoring.** WHKS crews will perform a field check of proposed locations and review these locations with City staff prior to flow monitor installation. WHKS will install temporary battery-operated flow meters. WHKS will perform field calibration during installation and perform monthly calibration checks and data/downloads during the duration of the monitoring. WHKS will remove flow meters after monitoring is complete. Proposed price is based on utilizing the City’s Teledyne Isco 2150 Area/Velocity monitoring equipment monthly. If rental equipment is required, rental fees will be billed at additional cost to the City. City to provide rainfall data.
- **Data analysis.** Data will be downloaded, consolidated, and graphed at the conclusion of the monitoring period. Identification of peak rain events and peaking factors for subsheds will be provided from the data analysis.
- **Reimbursable Flow Meter Band.** The purchase of one flow meter band (36”-diameter) is included in this proposal as a reimbursable expense.

5. **Item “E” Smoke and Dye Testing, and Manhole Inspections**

This task consists of conducting smoke and dye testing of sewer mains, and manhole inspections.

- **Smoke Testing Procedures.** Smoke testing procedures and methodology used in the previous phases of the program will be reviewed and refined for this Project. Methodology includes discussion of public notices, staffing, weather and ground conditions, timeframe, any sensitive areas to avoid, etc.
- **Prepare Smoke Test Information Material.** We will provide public notice templates for newspaper, cable TV, City website and/or door hangers to inform the area residents of the smoke testing activities. WHKS will distribute one set of door hangers prior to conducting smoke testing.
- **Prepare Manhole Database, Smoke and Dye Test Database, and Reporting Forms.** Inspection forms, databases and reports will follow WHKS format and may incorporate special City codes as requested by the Client.
- **Conduct Smoke Testing.** The smoke testing program will force non-toxic smoke into the sewer pipes with a mechanical blower and observe the areas from which the smoke appears. While the blower is running, crews will travel throughout the

area taking photographs of problem areas. The smoke is non-toxic, leaves no residue, and creates no fire hazard. The white smoke should appear from vent pipes on the roofs of buildings and may appear from defects in the collection system in areas such as storm sewer intakes, roof drains, etc. We provide the smoke canisters and blower. We will provide a WHKS crew chief and two WHKS crew members to conduct the smoke testing.

- **Dyed Water Rainfall Simulation to Verify Cross Connections – Public Sector.** Public sector dye flooding will be conducted as part of this project. Line segments requiring dyed water flooding will be identified based on manhole inspection and smoke test results. Prior to initiating dyed water flooding, a list of line segments recommended for dyed water flooding will be provided to the City for review and approval. The line segments on the list will be annotated as to the priority and reason for recommendation. The dyed water will be induced into the line by flooding storm sewers and drainage ditches. Sufficient time will be allowed for the source to activate at which time the television inspection equipment will be introduced into the line segment. Flow quantification by "eyeball" estimates will be performed on high rate I/I sources. We will provide a WHKS crew chief and dye. This task may require assistance from City to access water hydrants and CCTV locations during dye testing if needed to confirm indirect cross connections. Dye testing of complex commercial properties (ie, hospital) will be invoiced under this item.
- **Dye Tests for Sump Pump Follow-ups.** Follow-up inspections will be conducted to determine the discharge location for sump pumps in properties marked for 'Followup' during initial inspection. Private sector dye testing shall be conducted as part of this task. We will provide a two-person crew to perform the followup dye tests. An inspection report will be mailed to the property owner following inspection.
- **Conduct Manhole Inspection.** All manholes within the project area will be inspected from the street surface. Each manhole will be inspected to document the condition of the manhole casting, barrel sections, base, and pipe connections. Manhole center invert elevations will also be measured in each manhole. For manholes with multiple pipes entering or where there is an apparent elevation difference between incoming and outgoing pipes a measurement from the rim to invert will be made without entering the manhole, unless it is felt that such measurement would be inaccurate due to angling of the level rod or another reason. A digital photograph of the lid and interior of the structure will be taken. All observations of manhole condition and leakage will be recorded in an Access database suitable for use with the City's Geographic Information System (GIS). A projected average inspection time of 3 manholes per hour was used for this estimate.
- **QA/QC.** Field data will be reviewed for completeness and for obvious errors or inaccuracies. Smoke, dye and manhole forms will be reviewed to correlate with the City's sewer maps.

C. Items to be Provided by Client:

We will request the following from the Client as needed to complete this work:

1. Sanitary and storm sewer electronic base maps
2. Publishing of public notices for smoke testing, if desired by Client
3. Water, sandbags, CCTV camera, and televising crew assistance for public sector dye testing

4. Property owner names, sewer account numbers, and addresses for sump pump inspections.
5. Parcel GIS file, or assistance obtaining parcel GIS from County.
6. City sewer surcharges. We will rely on City to apply surcharges to unresponsive and non-compliant properties based on WHKS sump pump inspection results. Failure to apply surcharges may result in lower resolution rates, or request for additional fee to extend the duration of the inspection program.

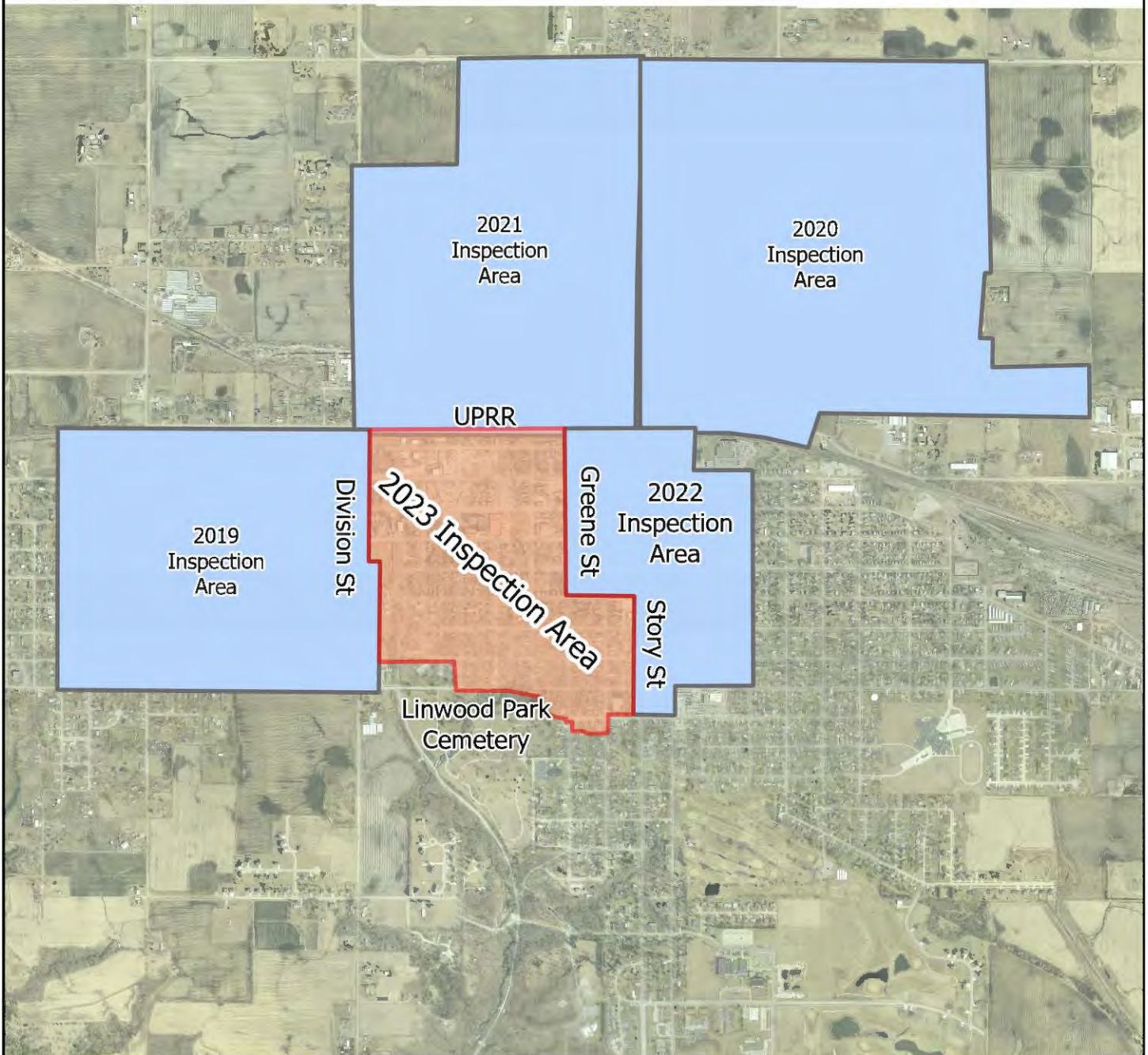
D. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Inspection and analysis of sectors other than that identified above
2. Survey-grade manhole rim elevation measurements
3. Sewer modeling
4. Investigation of private commercial/industrial facilities above the typical scope for sump pump inspections.
5. Piezometer and/or river gauge installation and monitoring
6. Wet weather observation services
7. Lift station analysis
8. CCTV inspection of sanitary sewer collection system
9. CCTV inspection of private service laterals
10. Attendance at additional meetings (other than those listed above)
11. Plans and specifications for repair / rehabilitation projects
12. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services
13. Post-mitigation analysis

City of Boone 2023 Sump Inspection Program



Area Description: South of UPRR to Linwood Park Cemetery from
Division St. to Greene St. & Story St.

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

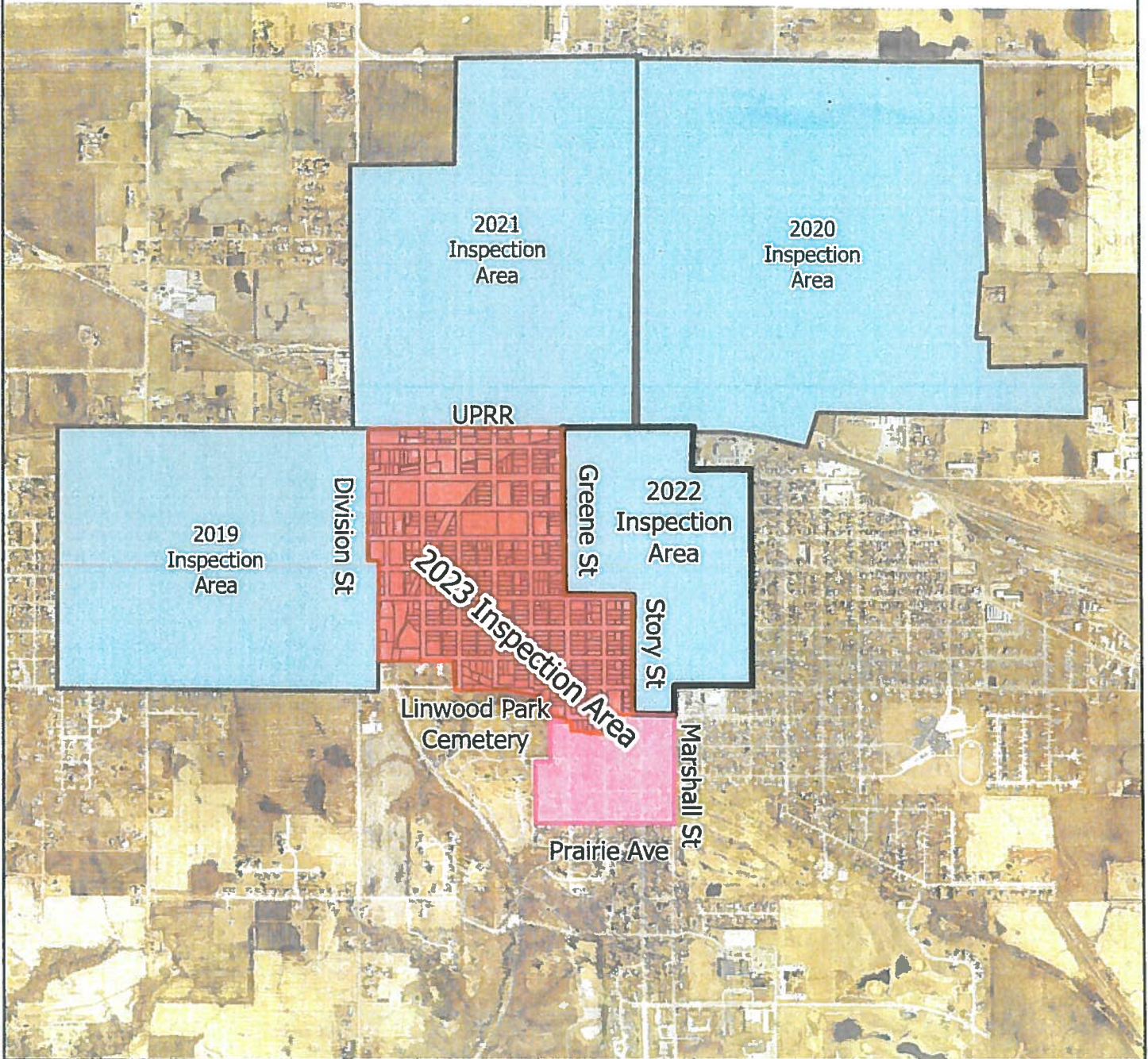
27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

City of Boone 2023 Sump Inspection Program



Area Description: South of UPRR to Linwood Park Cemetery from
Division St to Greene St. & Story St.

Extra Area: Union St to Prairie Ave from Linwood Park Cemetery
to Marshall Ave.

Meter Price List and Fees

<u>Size</u>	<u>Our Cost</u>	<u>Current Customer Price</u>	<u>20% Over Cost</u>	<u>30% Over Cost</u>	<u>Suggested Retail</u>
5/8"	\$289.00	\$250.00	\$346.80	\$375.70	\$380.10
1"	\$326.00	\$350.00	\$391.20	\$423.80	\$520.38
1.5"	\$1,590.00	\$750.00	\$1,908.00	\$2,067.00	\$3,079.00
2"	\$1,590.00	\$2,500.00	\$1,908.00	\$2,067.00	\$3,079.00
3"	\$2,219.00	\$3,000.00	\$2,662.80	\$2,884.70	\$3,432.00
4"	\$2,992.00	\$3,500.00	\$3,590.40	\$3,889.60	\$3,772.00
6"	\$3,965.00	\$4,000.00	\$4,758.00	\$5,154.50	\$5,432.00
Encoder	\$135.00				
XTR	\$145.00				
Removal		\$ 25.00			
Install		\$ 25.00			
Shut off Delinquent		\$ 50.00			
Test Residential		\$ 25.00	If meter is found to be out of specs in our favor all fees forgiven		
Test Commercial		\$ 50.00	If meter is found to be out of specs in our favor all fees forgiven		

11-18-13
passed

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2210
AUTHORIZING CITY TO ESTABLISH FEES FOR WATER METERS:

WHEREAS, City Council has a desire to establish fees for water meters:

Size	November 18, 2013 Price
5/8"	\$250.00
1"	\$350.00
1.5"-2"	\$2,500.00
3"	\$3,000.00
4"	\$3,500.00
6"	\$4,000.00
Removal	\$25.00
Install	\$25.00
Shut off Delinquent	\$50.00
Test Residential- if meter is found to be out of specs in our favor all fees forgiven	\$25.00
Test Commercial- if meter is found to be out of specs in our favor all fees forgiven	\$50.00

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOONE, IOWA:

That beginning November 18, 2013 the prices identified here in above will be billed to the customer for the installation of water meters.

PASSED THIS 18th day of November, 2013.

AYES (A), NAYES (N), ABSENT (X):

Shari Gillespie
Steven Ray
Kevin Hicks

Fenner Stevenson
Gary Nystrom

Nick Mallas
Greg Peklapp

Mayor
City of Boone

Clerk
City of Boone

UPGRADE PROGRAM		January 2023				
DATE	ADDRESS	ORIG INSTALL	Note	Low	Med	High
1/5/2023	617 Elaine Cir	New Service				
1/5/2023	611 Elaine Cir	New Service				
1/5/2023	529 Elaine Cir	New Service				
1/4/2023	1015 Meridian	11/21/2007				
1/4/2023	2125 Cedar	12/20/2007				
1/6/2023	417 w 2nd	pre 1999				
1/6/2023	217 w 5th	09/29/09				
1/3/2023	735 10th	frozen				
1/5/2023	1522 14th	New Service				
1/12/2023	2207 Industrial Park	Pre 1999				
1/18/2023	922 Mamie	12/7/1999				
1/13/2023	1204 22nd	01/18/00				
1/13/2023	700 Snedden	11/22/2016				
1/12/2023	1224 Union	3/8/2013				
1/18/2023	509 Cedar	9/17/2014				
1/30/2023	503 Clinton	11/19/98				
1/26/2023	1719 2nd	11/18/1998				
1/27/2023	915 1st	11/4/1999				
1/27/2023	1211 13th	7/18/2000				
1/24/2023	810 7th	4/12/2005				
1/23/2023	1411 2nd	10/29/1998				
1/26/2023	2216 Story	8/8/2014				
1/31/2023	2129 Story	frozen				
1/31/2023	1556 3rd	11/5/1998				
1/31/2023	1525 2nd	10/30/1998				

UPGRADE PROGRAM		February 2023				
DATE	ADDRESS	ORIG INSTALL	Note	Low	Med	High
2/1/2022	516 13th	pre 1999				
2/1/2022	207 w 8th	New Service				
2/1/2022	1403 Harrison	1/24/2007				
2/2/2023	209 Linn	11/18/98				
2/2/2023	1008 3rd H	11/25/1998				
2/2/2023	1008 3rd L	6/24/2005				
2/3/2023	1516 22nd	10/18/2010				
2/6/2023	1028 Crawford	02/06/23				
2/6/2023	1406 Union	7/22/2009				
2/6/2023	623 3rd	3/15/2005				
2/6/2023	127 Benton	11/2/1998				
2/7/2023	301 w 7th	12/1/2008				
2/7/2023	1715 Clinton H	3/6/2001				
2/7/2023	1715 Clinton L	3/6/2001				
2/8/2023	1116 Linn	2/1/2000				
2/8/2023	Xenia Race Track	04/09/12				
2/9/2023	1404 Marion	8/10/2016				
2/9/2023	1112 Union	2/9/2023				
2/10/2023	1421 2nd	2/10/2023				
2/13/2023	303 Benton	12/4/1998				
2/13/2023	1220 6th	11/20/1998				
2/13/2023	527 w 4th	4/10/2019	Warranty			
2/14/2023	127 Clinton	11/3/1998				
2/14/2023	315 Cedar	10/28/1998				
2/15/2023	113 Fremont	Frozen				
2/21/2023	216 Ashwood Ct H	Warranty				
2/21/2023	216 Ashwood Ct L	Warranty				
2/21/2023	700 Snedden	2/11/2015				
2/21/2023	211 W Park	Warranty				
2/24/2023	1603 1st	11/4/1998				
2/24/2023	128 Linn St	12/14/1998				
2/24/2023	509 Benton	12/7/1998				
2/24/2023	503 Benton	12/7/1998				
2/27/2023	221 Benton	12/10/1998				
2/28/2023	1556 5th	12/15/1998				

Curb Box Repair Update for 02/08/2023 – as of 02/01/2023

\$6587.13 was collected during shut offs. 48 accounts qualified to be on the list in January and we were able to shut off 18.

117 stop boxes are in need of repair.

3 delinquent bills in the amount of \$974.16 certified on January 20th. If left unpaid, 16 delinquent bills totaling \$4243.60 are scheduled to certify on February 27th.

Lesli Vote
Utility Billing Supervisor

Curb Box Repair Update for 03/08/2023 – as of 02/28/2023

\$1958.85 was collected during shut offs. 31 accounts qualified to be on the list in February, but due to an ice storm, none were shut off.

117 stop boxes are in need of repair.

9 delinquent bills in the amount of \$3341.72 certified on February 28th. If left unpaid, 8 delinquent bills totaling \$4952.83 are scheduled to certify on March 27th.

Lesli Vote
Utility Billing Supervisor