

AGENDA

**City of University Heights, Iowa
City Council Meeting**

Monday, November 7, 2011

Location: Horn School

600 Koser Ave.

7:00 – 9:00 P.M.

Meeting called by Mayor Louise From

Time		Topic	Owner
7:00	Call to Order Meeting	Roll Call - Approval of Minutes October 11, 2011	Louise From
7:01		Public Input	
7:30	<u>Administration</u>		
	-Mayor	Mayor's Report	Louise From
	-City Attorney	Legal Report	Steve Ballard/Pat Ford
	-City Clerk	City Clerk Report	Chris Anderson
	<u>Finance</u>	Committee Report	Brennan McGrath
		-Consideration of Resolution No. 11-17 To Approve FY11 Annual Finance Report	Lori Kimura
		Treasurer's Report/Payment of Bills	
	<u>Community Protection</u>	Committee Report	Rosanne Hopson/ Mike Haverkamp
		Police Chief report	Ron Fort
		- Neighborhood Watch Program update -Community Service Program update	Rosanne Hopson

Time	Topic	Owner
<u>Streets and Sidewalks</u>	Committee Report	Pat Yeggy
	Engineer Report -Consideration of Informal Bids received for George Street and Koser Avenue Intersection Reconstruction -Consideration of Quote for Asphalt Overlay Repairs (George/Koser and Olive Ct.) -Consideration of Sunset Wide Sidewalk Consultant Agreement.	Josiah Bilskemper
<u>Building, Zoning & Sanitation</u>	Committee Report Zoning Report	Stan Laverman Pat Bauer
<u>Egovernment</u>	Committee Report	Mike Haverkamp
<u>MPO-JC</u> formerly known as JCCOG		Louise From
9 :00	Announcements Adjournment	Anyone Louise From

Next Council Meeting: December 13, 2011.

**City Clerk Report
November 7, 2011**

- **Four building permits were received since the last meeting:**

**28 Highland Drive – Installation of an egress window
220 Koser Avenue – Detached garage, 20'x 20'
21 Koser Avenue – 10' x 14' addition
23 George Street – Finish existing space under addition**

- **No rental permits received since last meeting. Ron spoke with the property owners of 19 Leamer Court who were unhappy with my e-mail reminding them they needed to mail in their permit. Ron informed them that if the permit was not turned in they would be cited, by the rental inspectors, and their tenants would be removed.**

He will be mailing in his permit.

- **The city audit went very well. The three auditors were scheduled for three days for field work but completed everything in two days. A big thank you to Josiah Bilskemper, Steve Ballard, and Suzanne Stoltze for their assistance with gathering items for the auditors.**
- **I received an e-mail from Andy Johnson with the Johnson County Board of Supervisors. Johnson County has received a letter from Iowa City Police Chief Sam Hargadine setting out a proposal from the City whereby Johnson County, Coralville and North Liberty would share in the cost of the construction and operation of a new animal shelter while the smaller communities would be charged a flat rate, per animal charge.**

The council does not need to do anything at this time. If you would like me to forward the e-mail to you, please let me know.

- **Report from Norm:**

October rental inspections were conducted at 32 Olive Ct, 147 149, 217, 225, 236, 241, 396 and 425 Koser, and 138 Highland.

Over occupancy investigations were conducted at 1236 Melrose and 14 Leamer. 1236 Melrose was cited for over-occupancy on October 2nd. Owners and tenants have been given until January 1, 2012 to reduce occupancy. I have had further correspondence with the owners and tenants and I have informed the owners that I will not reconsider my judgment or change the required corrective action but they have the right to appeal directly to council as stated in city code

110.16 Therefore the owners will be seeking to appeal the notice of violation at a council meeting.

I received another over occupancy complaint at 14 Leamer, after which I conducted an inspection with the owners. The tenants are two sisters and their roommate. There were 3 bedrooms in use, but a 4th bedroom was mostly empty, as was the closet. The rest of the house and the basement showed no signs of furniture being moved or stored. The owners stated that the 3 women do have friends that visit, and also have a few friends who use the house driveway and street to park while going to school. Based on my observations, I have nothing to base an over occupancy charge on. As a note, the owners stated that they would be more than happy to meet and talk with any neighbors regarding their property and tenants. As well, their tenants are moving at the end of the December semester and at this date, the house has not been rented.

**University Heights
Building Permits
January 1, 2011 - November 7, 2011**

Permit #	Building Address	Date Issued	Fee	Building Valuation	Description of Remodeling
BLD11-001	209 Ridgeview	4/17/11	\$337.10	n/a	Uncovered deck
BLD11-002	228 Highland Drive	4/17/11	\$565.90	n/a	Replace foundation
BLD11-002a	36 Olive Court	2/8/11	\$50.00	n/a	Receptacles and circuits added to feeder panel
BLD11-003	21 Prospect Place	5/4/11	\$1,123.50	\$112,000.00	Addition/remodel
BLD11-004	220 Highland Drive	6/14/11	\$421.00	\$25,000.00	Adding a bathroom and closet
BLD11-005	426 Koer Avenue	6/8/11	\$79.50		Uncovered wood deck
	246 Koser Avenue	5/25/11	\$50.00	\$600.00	Electrical permit - Changing service overhead and underground
BLD11-006	120 Koser Avenue	6/3/11	\$536.80	\$35,000.00	24'x26' detached garage, new driveway and sidewalk
BLD11-007	316 Monroe Street	6/8/11	\$111.70	\$4,000.00	Window enlargement and replacement
BLD11-008	216 Monroe Street	6/19/11	\$267.45	\$18,013.00	Bathroom remodel
	1237 Melrose Avenue	7/21/11	\$50.00		Electrical permit - install new overhead 100 amp service; wire AC unit and wire fur
BLD11-010	1456 Grand Avenue	8/4/11	\$435.40	\$21,742.00	3 season porch
BLD11-011	60 Marietta Avenue	8/10/11	\$2,311.95	\$280,000.00	New single-family residence, finished basement,two-car garage and 4 season roo
DEM-001	60 Marietta Avenue	8/11/11	\$50.00		Demolition permit
BLD11-012	21 Koser Avenue	10/17/11	\$519.30	\$30,000.00	10' x 14' addition
BLD11-013	23 George Street	9/26/11	\$526.53		Finish existing space under addition
BLD11-014	28 Highland Drive	9/20/11	\$51.50		Install egress window
BLD11-015	220 Koser Avenue	10/6/11	\$523.02	\$27,640.00	Detached garage 20' x 20'
Total			<u>\$8,010.65</u>	<u>\$553,995.00</u>	



IOWA CITY POLICE DEPARTMENT

410 E. WASHINGTON
IOWA CITY, IA 52240-1826
PH: 319-356-5275
FAX: 319-356-5449

Sheriff Lonny Pulkrabek
Johnson County Sheriff's Office
511 S. Capitol Street
P. O. Box 2540
Iowa City, IA 52244

Dear Sheriff Pulkrabek:

The City of Iowa City and Iowa City Animal Shelter is at a critical decision making point with the construction of a new facility. Prior to the flood of 2008 the Shelter was located at 111 Kirkwood Avenue and since then it has operated in a temporary facility located on Sand Road, South of Iowa City.

The history of the Animal Shelter goes back to the 1940's and over time it has served as a regional facility servicing all of the Johnson County jurisdictions through 28 E contracts or agreements. Much has been in the news media and the purpose of this letter is to better inform your jurisdiction of the situation and ask for your assistance with the decision making point I referred to in the first paragraph.

If the Animal Shelter is going to continue to be a regional resource then we are asking for contributions from each of the Johnson County municipalities that have used the shelter's services in the recent past. Based on the percentage of use we have broken down the costs of what your contribution would need to be to cover capital and ongoing operational costs.

It is anticipated that FEMA and the State will provide \$1,400,000 based on the size of the original facility. If we are to proceed with a facility that will serve all of Johnson County an additional 2000 square feet has been recommended with a total cost estimate of \$4.2 million. This leaves 2.6 million presently unfunded. Should the City of Coralville desire to have access to the Shelter's services the City of Iowa City is requesting that you pay your share to build and operate the shelter in the future.

Given that we are asking for fair contributions we are also willing to discuss oversight of the operation much like the new JECC communication center. The City of Iowa City is willing to share governance with a board made up of the contributing members similar to the JECC.

Capital Improvement Costs (Construction)

We are proposing that each entity pay their (3 year average) percentage of use for the remaining costs not covered by FEMA and the State. Based on the 3 year average percentage of use the Capital contribution for Johnson County should be \$511,903.

Operational Costs

We are proposing that Iowa City, Johnson County, Coralville and North Liberty each pay their (3 year average) percentage of use. All of the other municipalities or jurisdictions are at or below 1% and we propose a flat rate, per animal charge to be billed quarterly. Based on the 3 year average percentage of use the operational contribution for Johnson County should be \$132,077.

One unknown figure is the amount of funding that will be donated due to fundraising efforts by the Friends of the Animal Shelter Foundation. Their capital campaign is about to start and they already have funds raised. Donation funding that does get raised would be utilized to reduce the 2.6 million and the cost savings shared proportionally.

I am attaching documentation that correlates to your jurisdiction's intake of animals and request that you consider whether your city or jurisdiction wishes to remain a partner and have access to the services of the Animal Shelter. Fairly soon we need to know if Johnson County is willing to pay a share of the construction cost and then enter a long term 28E agreement for ongoing operational costs.

If you have any questions or comments please feel free to contact me at (319) 356-5271. Unfortunately time doesn't allow for much deliberation. The City of Iowa City needs to know your intentions at the earliest possible time.

Sincerely,


Samuel E. Hargadine
Chief of Police

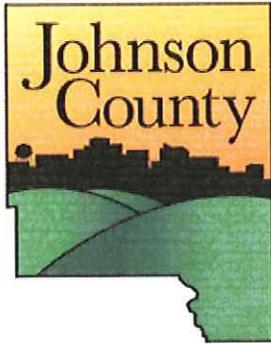
Iowa City Animal Facility Operations and Construction

JURISDICTION Number of Animals Received - All Animal Types	2009	2010	2011	% of FY09 - FY11 Volume	Total Animals FY09 - FY11	Divide Total FY09 - FY11 Animals by 3	1) Operating Cost Estimate using 3 Yr Avg # Animals	Animal Facility CIP (\$2.6 of \$4 Million) Distributed Using 3 Year Volume %
JOHNSON COUNTY	467	378	432	19.69%	1,277	426	132,077	511,903
CORALVILLE	204	229	229	10.21%	662	221	68,519	265,372
NORTH LIBERTY	143	149	125	6.43%	417	139	43,096	167,160
HILLS	32	13	12	0.88%	57	19	5,891	22,849
LONE TREE	13	13	19	0.69%	45	15	4,651	18,039
OXFORD	7	14	9	0.46%	30	10	3,100	12,026
SHUEYVILLE	1	1	2	0.06%	4	1	310	1,603
SOLO	25	25	14	0.99%	64	21	6,511	25,655
SWISHER	6		1	0.11%	7	2	620	2,806
TIFFIN	46	39	21	1.63%	106	35	10,851	42,492
U of I	5	5	8	0.28%	18	6	1,860	7,216
UNIVERSITY HEIGHTS	4	19	4	0.42%	27	9	2,790	10,823
Grand Total								
Excluding Other County Transfers	2,154	2,101	2,231	100.00%	6,486	2,161	\$ 670,000	\$ 2,600,000
Gross Per Animal Cost								310.04

1) Gross Per Animal Cost before Offsets i.e. License fees, adoption revenue, etc.

	Number of Animals Over 5 Years	% of Animals Received last 5 Years
BIRD	349	3.12%
CAT	5,445	48.72%
DOG	4,141	37.05%
LIVESTOCK	33	0.30%
OTHER	1,208	10.81%
Grand Total	11,176	100.00%

Excluded: Transfer to Other Jurisdictions which is a 1:1 exchange between animal facilities



BOARD OF SUPERVISORS

Pat Harney, Chairperson
Terrence Neuzil
Janelle Rettig

Sally Stutsman
Rod Sullivan

October 27, 2011

Sam Hargadine, Chief of Police
Iowa City Police Department
410 East Washington Street
Iowa City, Iowa 52240

Dear Chief Hargadine,

Sheriff Pulkrabek forwarded your letter regarding the cost of animal shelter services to the Board of Supervisors for consideration and response because the Board is responsible for the oversight of the contract and budgeting for those services.

The Board is open to renegotiating the contract for animal sheltering services with Iowa City. The Board understands that the current contract may need to be updated in order to compensate the City for the current costs of sheltering services.

During the upcoming budget process the Board of Supervisors is also willing to consider a contribution to the capital costs of a new shelter. We do not, however, believe that a percentage based on historical usage is a realistic way to calculate the contribution for either capital or operational expenses. The County is not involved in the planning for the new building, prioritization of space needs or budgeting for ongoing operations.

The Board of Supervisors is not interested in creating a new entity or entering into a 28E agreement that would involve shared governance or oversight of an animal shelter. Your letter references the Joint Emergency Communications Center as a possible model for such an operation. In fact, it is because of some of the issues involved in the oversight of the JECC that a majority of the Supervisors are not interested in another such entity.

Iowa City is asking Johnson County, Coralville, North Liberty and the smaller communities to identify funding of \$1,087,944 for capital needs and \$280,276 per year for ongoing operational costs with a timeline that, by your admission, "doesn't allow for much deliberation." While the Board is open to renegotiating the contract with the City, the terms set forth in your letter are not acceptable. If the City feels that the proposed level of funding is required, the County will instead work with other interested communities to explore available options.

Sam Hargadine, Chief of Police
October 27, 2011
Page 2

The Board of Supervisors hopes that an agreement can be reached with Iowa City which will fairly compensate the City for the animal sheltering services provided while also protecting the County from sudden increases in the costs of those services.

Yours truly,



Rod Sullivan
Vice Chairperson

Cc via email to City Managers or Clerks of Iowa City, Coralville, North Liberty, Hills, Lone Tree, Oxford, Shueyville, Solon, Swisher, Tiffin, and University Heights

Treasurer's Report

October 2011

Our total revenue for the month of October was \$258,145.34 comprised of the following amounts:

Property Taxes	\$224,020.96
Parking fines	\$ 610.00
Traffic Fines from Clerk of Court	\$ 6,030.27
Interest on bank accounts	\$ 173.72
Road Use Funds	\$ 7,708.35
Rental permits	\$ 125.00
Local Option Sales Tax	\$10,359.06
Governors Traffic Safety	\$ 9,117.98
Balances in the bank accounts as of 10/31/10:	

MidwestOne Bank Checking Account	\$395,352.77
Hills Bank Money Market Account	\$ 23,509.67
CD at UICCU (due 2/28/2011)	\$ 40,806.28
Forfeiture Fund	\$ 2,291.33

I still have the check to Terry, Lockridge & Dunn for \$12,875.00 that was not approved to be sent out at the last meeting. I did not void the check, am merely holding it for approval, so all of the reports that you are looking at include this as an expense that was paid in the month of October.

Steve Kuhl has finished the Annual Financial Report for the FY10-11 which ended June 30, 2011. I forwarded a copy by email of that report to everyone for it to be voted on for approval. He will file it electronically by the end of November.

The field work for the audit for the 2010-11 fiscal year was completed. Three auditors were here from October 18-19th collecting information and asking questions. I think that between the City Clerk, Steve Ballard, Steve Kuhl and I, we were able to provide them with most everything that they asked for. I don't know when their report will be completed, but will forward it on when it does arrive.

Warrants for Council Approval

October 12 through November 7, 2011

11/06/2011

	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Oct 12 - Nov 7, 11				
	10/14/2011	Fort, Matthew A		-1,359.96
	10/14/2011	Fort, Ronald R		-861.46
	10/14/2011	Lord, Benjamin M		-746.91
	10/14/2011	Reinhard, Brad		-2,001.12
	10/14/2011	Strong, Donald K.		-1,546.24
	10/14/2011	City of Iowa City	City Hall water/sewer automatic payment	-26.12
	10/18/2011	McLeod USA/PAETEC	automatic phone service payment	-150.90
	10/24/2011	MidAmerican Energy	1301 Melrose stop light	-29.07
	10/24/2011	MidAmerican Energy	1011 Melrose stop light	-30.10
	10/24/2011	MidAmerican Energy	City Hall electricity	-86.03
	10/24/2011	MidAmerican Energy	pedestrian lights at 113 Golfview	-27.47
	10/25/2011	MidAmerican Energy	street lights	-612.92
	10/28/2011	Anderson, Christine M.		-513.80
	10/28/2011	Fort, Matthew A		-1,579.84
	10/28/2011	Fort, Ronald R		-1,854.58
	10/28/2011	Lord, Benjamin M		-1,233.41
	10/28/2011	Reinhard, Brad		-1,821.90
	10/28/2011	Strong, Donald K.		-1,786.47
	10/28/2011	Kimura, Lori D.		-504.50
	10/28/2011	Wellmark BC/BS	monthly insurance payment	-1,614.92
	10/31/2011	Internal Revenue Service	federal payroll taxes for 42-1109342	-5,256.10
	10/31/2011	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM		-160.89
	10/31/2011	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM		-3,503.94
	11/01/2011	Paul J. Moore, Melrose Avenue Building	City Hall Rent	-867.00
	11/01/2011	Verizon Wireless	monthly wire service/cell phone for police car aut	-121.63
	11/07/2011	Reinhard, Brad	reimbursement for binders/ammo firearms trainin	-81.75
	11/07/2011	Communications Engineering Company	replace power supply for in car computer	-392.00
	11/07/2011	SEATS	Seats Payment	-703.66
	11/07/2011	ABC Solutions	Monthly fee for city website/email service/9 year	-114.95
	11/07/2011	Hawkeye Community College	training classes for Heflin	-170.00
	11/07/2011	Eastern Iowa Community College	training class for Heflin	-55.00
	11/07/2011	Iowa City Press-Citizen	October publications	-581.94
	11/07/2011	Iowa City Tire and Service	install 4 new storm tires/front end alignment	-101.60
	11/07/2011	Iowa Law Enforcement Academy	firearms instruction manual	-72.10
	11/07/2011	Johnson County Refuse, Inc.	October recycling	-1,738.50
	11/07/2011	Kieck's Career Apparel	uniforms	-711.40
	11/07/2011	Greenwood and Crim, P.C.	prepare streets report for IDOT/annual report	-1,100.00
	11/07/2011	Kronlage & Olson PC	progress billing for audit services	-4,650.00
	11/07/2011	Mediacom	online service 11/2/11-12/2/11	-69.95

Date	Name	Memo	Amount
11/07/2011	Terry Goerd	inspection services for September	-1,050.00
11/07/2011	Norm Cate	inspection services for October	-770.00
11/07/2011	Racom Corporation	Police computer access fee	-79.60
11/07/2011	Staples	toner cartridges	-456.47
11/07/2011	Paul J. Moore, Melrose Avenue Building	Garage rent	-35.00
11/07/2011	City of Iowa City	bus, fuel for police vehicles, park fountain	-12,556.91
11/07/2011	Myriah Boyer	lawn care at park/garden club area	-180.00

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: November 5, 2011
RE: City Engineer's Report

(1) Melrose Avenue Wide Sidewalk

- a. The final request for reimbursement (Claim #8) was submitted to the Iowa DOT on October 20th. This requested release of retainage in the amount of \$14,498.89.
- b. We determined at that time that the City had not yet received payment from their previous request (Claim #7), which was to be \$16,303.64. The reason for delay was that we forgot to follow up our e-mail submittal with a signed original in the mail. We sent a signed original for Claim #7 along with the Claim #8 forms on October 20th.
- c. *The Office of Local Systems in Ames notified us that final reimbursement request can be filed. This will be submitted this week. Retainage amount is \$14,498.89 (Oct. Mtg.)*

(2) Sunset Street Wide Sidewalk [STP-E-7855(607)—8V-52]

- a. The "Concept Statement" for the project was prepared by the city engineer and submitted to the DOT Office of Local Systems on October 18th.
- b. The project received NEPA Clearance on October 25th with a determination of categorical exclusion from the need for an individual environmental review by FHWA.
- c. The selected consultant has prepared and submitted an agreement for design services for this project (attached). The format of the agreement is taken directly from the DOT's template, with project specific information included.
- d. The agreement is for design services (up through the bidding process). We anticipate the City will also need the consultant to handle Right-of-Way services (for any easements and/or property acquisition) and will need construction phase services as well. These items are listed as "extra work" that can added as additional services. This is a logical way to proceed given that the extent of right-of-way work required, and the duration of construction is at this time unknown.
- e. The scope of services provided in the agreement is appropriate to complete the design and bidding process.
- f. The consultant's proposed design fee is \$33,649.26. Evaluating based on fee percentage of estimated construction cost, this is higher than what was projected in the 2009 cost estimate. Based on our recent experiences within the last few years with DOT projects both within University Heights and other local cities, the proposed fee percentage is appropriate given the additional work required to satisfy state and federal requirements.
- g. *DOT Funding Request was submitted (August 18th) and received approval (Oct. Mtg.)*



- h. Pat Yeggy submitted the City's request to begin contract negotiation with the consultant selected by the council per the interview process. The Office of Local Systems has approved the request, and the consultant will draft an agreement for design and construction services for review by the City and the Iowa DOT (Oct. Mtg.)*

(3) Intersection Reconstruction – George Street and Koser Avenue

- a. Plans and specifications were provided to 3 construction firms on October 18th. We received 2 informal bids on October 21st for the reconstruction of the intersection.
 - i. All-American Concrete: \$43,925.00
 - ii. L.L. Pelling Company: \$55,139.60
- b. These bids included complete removal of the existing asphalt overlay and concrete street underneath, and constructing a new concrete street as replacement. It also included new ADA sidewalk ramps with detectable warnings, as well as removal of an existing storm sewer intake and replacement with a new intake.
- c. Both bids received were higher than the engineer's estimate (\$28,000), and also higher than the \$35,000 amount approved in Resolution 11-15.
- d. Both bidders were informed of the bid results, and notified that due to the bids being above the \$35,000 limit approved by resolution, no action could occur on the bids until the November meeting.
- e. The low bidder, All-American Concrete, has notified us that they believe they can complete the work yet this year if awarded the contract after the November meeting.
- f. Based on the higher than expected bid cost, and the weather conditions at this time of year, we recommend that the bids received be rejected at this time. If the council desires to have the intersection completely reconstructed, we recommend bidding the project again next spring.

(4) Asphalt Repairs

- a. George Street and Koser Avenue Intersection
 - i. We obtained a quote (attached) from L.L. Pelling to remove the existing asphalt overlay at the George Street and Koser Avenue intersection, prepare the surface of the existing concrete street underneath, and place new asphalt overlay through the intersection. It also includes installing new ADA sidewalk ramps with detectable warnings. The quote for the work is \$14,425.00.
 - ii. This is work that would be completed in November, and would take 1 or 2 days.
 - iii. The proposed asphalt overlay work at the George and Koser intersection has the benefit of lower cost, eliminates excavation work that can impact existing tree roots, short duration of road closures and driveway disruptions, and matches into existing asphalt overlay on George and Koser. We recommend proceeding with this work to address the existing condition of the intersection.

b. Olive Court

- i. We obtained a quote (attached) from L.L. Pelling to remove and replace the asphalt overlay on a 50-foot section of Olive Court where the existing surface is uneven and collects standing water. The quote for this work is \$5,230.00.
- ii. The quote requests an additional \$800 for mobilization on this work if it is not done in conjunction with the George and Koser intersection work.
- iii. We recall this location of Olive Court being an area of discussion during the last budget process, with consensus to complete repairs. In the 2011/2012 budget, there is a total of \$14,000 budgeted between "asphalt patching (\$5,000)" and "local street repair (\$9,000)".

(5) Melrose Avenue and Sunset Street Patching (ARRA Funds)

- a. All paperwork and forms have been put together and submitted to the DOT. The final audit will take place on November 15th at the Shive-Hattery office in Iowa City.
- b. *Upon completion of the audit process, final retainage can be released to the contractor, and final reimbursement request submitted to the DOT (Oct. Mtg.).*

(6) MUTCD Sign Management Plan

- a. The draft of the sign management plan will be forwarded on Monday, and will be discussed during the Engineer's Report. We will have 2 months to address any comments, questions, or recommendations from the council to incorporate into the management plan, which is to be accepted by resolution at the January meeting.
- b. *Drafting of the sign management plan document is underway, and a draft of this should be complete for the November council meeting (Sept. Mtg.).*

Please feel free to contact me if you have any questions about these or any other items.
JDB

**Professional Services Agreement
for Sunset Street Wide Sidewalk Project**

This is an **AGREEMENT**, made as of the _____ day of _____ in the year _____;

by and **BETWEEN** the City of University Heights, identified as the **Owner** ;
City of University Heights
Ms. Louise From, Mayor
1004 Melrose Avenue
Iowa City, IA 52246

and the **Consultant** ;
Shive-Hattery, Inc.
2834 Northgate Drive
Iowa City, IA 52245

for the following Project:

The **Owner** has decided to improve the sidewalk along Sunset Street from Melrose Avenue to Benton Street in accordance with the current Statewide Transportation Improvement Program. It has been determined that the **Owner** shall proceed with the preparation of final design, plans, specifications and estimates for the improvements, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) (when applicable).

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

TABLE OF CONTENTS

Article Number And Description

1 Initial Information

- 1.1 Project Parameters
- 1.2 Financial Parameters
- 1.3 Project Team
- 1.4 Time Parameters

2 Scope Of Services And Other Special Terms And Conditions

- 2.1 Enumeration of Parts of the Agreement

3 Form of Compensation

- 3.1 Method of Reimbursement
- 3.2 Subconsultant

4 Terms And Conditions

- 4.1 Ownership of Engineering Documents
- 4.2 Revision of Plans
- 4.3 Extra Work
- 4.4 Progress Meetings
- 4.5 Additional Plans
- 4.6 Termination of Agreement
- 4.7 Extension of Time
- 4.8 Mediation
- 4.9 Arbitration
- 4.10 Responsibility for Claims and Liability
- 4.11 Non-Raiding Clause
- 4.12 General Compliance with Laws
- 4.13 Subletting, Assignment or Transfer
- 4.14 Forbidding Use of Outside Agents
- 4.15 Consultant's Endorsement on Plans
- 4.16 Compliance with Title 49, Code of Federal Regulations
- 4.17 Access to Records
- 4.18 Iowa DOT and Federal Highway Administration Participation
- 4.19 Severability
- 4.20 Choice of Law and Form

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

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

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is:

Construct a wide sidewalk along Sunset Street from Melrose Avenue to Benton Street.

1.2 Financial Parameters

1.2.1 The financial parameters are;

Amount of the **Owner's** budget for the **Consultant's** compensation is:

\$33,649.26

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

\$0.00.

1.3 Project Team

1.3.1 The **Owner's** Designated Representative identified as the **Contract Administrator** is:

Louise From, Mayor

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:

Kevin Trom, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are:

N/A

1.4 Time Parameters

1.4.1 Date to Proceed: **Consultant** is to begin work under this Agreement upon receipt of a written notice to proceed from the Owner.

1.4.2 Preliminary design plans including type/size/location for all structures (preliminary design) [and detail elements for a design public hearing and construction right-of-way needs] shall be completed and accepted on or before December 20, 2011 or 40 calendar days after receiving the notice to proceed (whichever is greater).

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.4.4 Final design, contract plans and specifications and estimates shall be completed and accepted on or before February 21, 2012 or 60 calendar days after receiving the notice to proceed with final design (whichever is greater).

ARTICLE 2 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

2.1 Enumeration of Parts of the Agreement. This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the **Owner, Consultant**, Iowa DOT, and the FHWA (if applicable). This Agreement comprises the documents listed below.

2.1.1 The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

- 2.1.2 All services herein required and provided shall be in conformity with the applicable Iowa DOT Standards, Design Guides and Specifications and Title 23, Code of Federal Regulations, Part 625, as outlined in Attachment B. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.1.3 Other documents as follows:
- .1 Fees and Payments – Attachment C
 - .2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D
 - .3 Certification of Consultant - Attachment E
 - .4 Certification of Owner - Attachment F
 - .5 Sample Invoice Form - Attachment G

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement

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

3.2 Subconsultant

- 3.2.1 The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** unless the **Contract Administrator** has given prior written approval and the Iowa DOT and the FHWA (when applicable) concurs.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

- 4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.
- 4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.
- 4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. All electronic files will be submitted to the **Owner** by the **Consultant** on CD or other mutually agreed upon medium. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.
- 4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

- 4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.
- 4.2 **Revision of Plans**
- 4.2.1 Drafts of work products shall be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work". Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work".
- 4.2.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.
- 4.2.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.3.
- 4.3 **Extra Work**
- 4.3.1 If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work", it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. Unless written approval for "Extra Work" has been secured in advance from the **Contract Administrator**, and the Iowa DOT and the FHWA (when applicable) concurs, no claims will be allowed. However, the **Owner** shall have benefit of the service rendered.
- 4.4 **Progress Meetings**
- 4.4.1 From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.
- 4.5 **Additional Plans**
- 4.5.1 At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.
- 4.6 **Termination of Agreement**
- 4.6.1 In the event of the death of any member or partner of the **Consultant's** firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the **Owner** and the survivors.
- 4.6.2 The right is reserved by the **Owner** to terminate this Agreement at any time upon not less than thirty (30) days' written notice to the **Consultant**.

- 4.6.3 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs. The portion of the fixed fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Estimated Actual costs, plus any authorized contingency.
- 4.6.4 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.
- 4.6.5 The right is reserved by the **Owner** to suspend this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with paragraph 4.6.3 above.
- 4.6.6 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.
- 4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.
- 4.7 **Extension of Time**
- 4.7.1 The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the **Consultant**.
- 4.8 **Mediation**
- 4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **Owner** and the **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The **Owner** and the **Consultant** further agree to include a similar mediation provision in all agreements with independent contractors and **Consultants** retained for the project and to require all independent contractors and **Consultants** also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- 4.9 **Arbitration**
- 4.9.1 In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Paragraph 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and pursuant to the arbitration procedures set out in Iowa Code Chapter 679A. Any arbitration pursuant to this paragraph or mediation pursuant to Paragraph 4.8.1 shall occur in Johnson County, Iowa.
- 4.10 **Responsibility For Claims And Liability**

- 4.10.1** The **Consultant** shall defend, indemnify and save harmless the Owner, the Iowa Department of Transportation, the State of Iowa, its agencies, agents, employees and assignees and the Federal Government from all claims and liabilities due to design error, omission or negligent act of the **Consultant**, its members, agents, stockholders, or employees in connection with performance of this Agreement.
- 4.11 Non-Raiding Clause**
- 4.11.1** The **Consultant** shall not engage the services of any person or persons, then in the employment of the **Owner**, for work covered by this Agreement without the written consent of the employer of such person.
- 4.12 General Compliance With Laws**
- 4.12.1** The **Consultant** shall comply with all Federal, State and Local laws and ordinances applicable to the work.
- 4.13 Subletting, Assignment Or Transfer**
- 4.13.1** Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the **Contract Administrator** and the Iowa DOT and the FHWA (when applicable) concurs.
- 4.14 Forbidding Use of Outside Agents**
- 4.14.1** The **Consultant** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul the Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or counterparty fee.
- 4.15 Consultant's Endorsement On Plans**
- 4.15.1** The **Consultant** shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer or architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.
- 4.16 Compliance With Title 49, Code Of Federal Regulations**
- 4.16.1** During the performance of this Agreement, the **Consultant** and its assignees and successors in interest agree as follows:
- 4.16.1.1** Compliance with Regulations
- 4.16.1.1.1** The **Consultant** will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- 4.16.1.2** Nondiscrimination
- 4.16.1.2.1** The **Consultant**, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in the Regulations.
- 4.16.1.3** Solicitation for Subconsultants, Including Procurement of Materials and Equipment

4.16.1.3.1 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, sex, or national origin.

4.16.1.4 Disadvantaged Business Enterprises

4.16.1.4.1 The **Consultant** or its subconsultants agree(s) to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **Consultant** and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex or national origin in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa DOT has submitted to the U.S. DOT, or the **Consultant** has submitted to the Iowa DOT, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa DOT and/or **Consultant** agrees(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement.

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

4.16.1.5 Information and Reports

4.16.1.5.1 The **Consultant** will provide all information and reports required by the regulations, orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa DOT, or the FHWA, to be pertinent to ascertain compliance with regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information, the **Consultant** shall so certify to the **Owner**, the Iowa DOT, or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain information.

4.16.1.6 Sanctions for Noncompliance

4.16.1.6.1 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA, may determine to be appropriate, including, but not limited to:

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

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

4.16.1.7 Incorporation of Provisions

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

4.17 Access To Records

4.17.1 The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final payment under the Agreement, for inspection and audit by the **Owner**, Iowa DOT, FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.18 Iowa DOT and Federal Highway Administration Participation

4.18.1 The work under this Agreement shall be contingent upon and subject to the approval of the Iowa DOT and the Federal Highway Administration (if applicable). The Iowa DOT and the Federal Highway Administration shall have the right to participate in the conferences between the **Consultant** and the **Owner** and to participate in the review or examination of the work in progress.

4.19 Severability

If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

4.20 Choice of Law and Form

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this agreement, the exclusive jurisdiction for the proceeding shall be brought in the Johnson County District Court for the State of Iowa, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

SHIVE-HATTERY, INC.

Kevin P. Trom, P.E.
Project Manager

Date: _____, _____

CITY OF UNIVERSITY HEIGHTS

Louise From
Mayor

Date: _____, _____

Iowa Department of Transportation
Accepted for FHWA Authorization*

By: _____ Date: _____, _____
Craig Markley, Director
Office of Systems Planning
State of Iowa

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

**ATTACHMENT A
Scope of Services**

The project scope shall include but may not be limited to:

Design Development Phase

A. Concept Statement

Provide updates and/or additional information to the concept statement as requested by Iowa DOT (initial concept statement completed and submitted by the City of University Heights).

B. Design Surveys

The Consultant shall perform surveys as necessary to prepare topography along the project route.

C. Base Map Preparation

Base maps to facilitate the sidewalk design will be prepared from the topographic survey information. The maps will be prepared along the proposed alignment and will include existing topography features, right-of-way and easement lines, buried utilities based on field locates, and above ground surface features affected by the proposed construction.

D. Preliminary Design

1. Based on an approved schematic design concept plan, prepare geometric layout plan of the proposed sidewalk.
2. Prepare horizontal and vertical alignments to be used as the basis for final design.
3. Identify final design constraints for phased construction and review construction phasing plan as necessary to coordinate with access and construction.
4. Develop a preliminary traffic control plan consistent with the proposed construction schedules.
5. Prepare anticipated sidewalk project schedule and opinion of probable construction cost.
6. Prepare and submit required initial submittals to the City, Iowa DOT, State Historical Preservation Officer, Iowa DNR, and Corps of Engineers for preliminary design approval.
7. Meet with City representatives to review preliminary project design and obtain review comments.
8. Attend and participate with neighborhood coordination meeting to review the project.

Construction Document Phase

A. Final Design

Determine the pavement structures including type, thickness of surfacing, subbase design, subdrainage design, typical joint designs, and related pavement details.

B. Typical Pavement Sections

The final design typical pavement sections will be developed for the project. These sections will show the pavement section, subgrade requirements, grading requirements, and pavement border design.

C. Final Plan and Profiles

The final design and drafting of the sidewalk plan and profiles will be prepared on base maps prepared for the project. This will include all detailed information required by the Iowa DOT and shall be in accordance with the road and bicycle facility design standards of the Iowa DOT.

D. Final Design Cross-Sections

Prepare the final design of the individual cross-sections for the project. Cross-sections will be developed at a minimum of 50-foot intervals with additional cross-sections included as necessary. Cross-sections will show the existing ground as well as final grading, foreslopes, backslopes, special subgrade treatment, and other pertinent information.

E. Final Design Plans

Layout plans and appropriate detailed design drawings showing the project and component parts shall consist of plans, elevations, sections, and other drawings for bidding and construction purposes. Final design and drafting of sidewalk plan and profile sheets will include complete detailed information for location of existing utilities, typical cross-sections, and individual cross-sections. Plan and profile sheets will be prepared at a 20 scale.

F. Final Storm Drainage Design

Final design and drafting of the storm sewer system, storm sewer inlets, manholes, culverts, ditches, and other storm drainage appurtenances on the project will be developed. The design of the storm sewer system will be based on current Iowa DOT accepted standards and the Joint Municipal design standards.

G. Erosion Control

Final design and drafting of temporary and permanent erosion control measures to be provided on the project during construction will be completed.

H. Signing and Pavement Markings

Final design and drafting of roadway and sidewalk signing and pavement markings which are to be a permanent part of the project.

I. Retaining walls

Segmental retaining walls will be designed for areas where design constraints prohibit a stable slope from the sidewalk shoulders to existing ground.

J. Final Design of Incidental Components

All other design work such as sidewalk, incidental structures, etc. not stated herein necessary to construct a final completed project shall be the responsibility of the Consultant and no additional compensation shall be provided.

K. Specifications

The Iowa DOT standard specifications for highway and bridge construction will be utilized as the technical specifications for the project. The Iowa DOT standard contract documents will also be utilized for this project. Supplemental specifications and special provisions required by the project will be prepared and incorporated with the standard documents.

L. Final Quantities

The final bid quantities will be determined and included with the project specifications bidding form.

M. Final Cost Opinion

Following completion of the final design, an opinion of probable construction costs based on the final design will be prepared.

N. Submittals, Reviews, and Revisions

Submit plans to the City and Iowa DOT according to the Project Development Submittal Dates found in I.M. No. 3.005. Comments and revisions resulting from plan reviews will be incorporated into the final plans prior to their completion.

O. Final Plan and Specification Submittal

Submit final plans, specifications, contract documents, and opinion of probable construction costs to the City and Iowa DOT for final approval.

P. Assemble Plan Documents

Following final plan revisions, assemble title sheet, project quantities and reference sheet, location plan, pavement detail sheets, grading plan and profile sheets, typical section and tabulation sheets, and cross-section sheets.

Q. Permitting

Submit necessary permit applications and supporting documents to Corps of Engineers, Iowa DNR, and any other agency as required for the project.

Bidding Phase

Provide reproducible drawings to the Iowa DOT for utilization in their bidding procedure. The consultant shall respond to questions as received and prepare addenda as necessary.

Extra Work

Additional services requested that are not included in the Scope of Services will be provided per **Section 4.3 Extra Work** in the contract. Services may include the following:

Right-of-Way Services

It is unknown whether permanent and/or temporary easements or right-of-way will be required for the project. Right-of-Way services may be provided as Extra Work.

Environmental Services

It is unknown whether environmental services will be required for the project. Should environmental mitigation be required for the project, these mitigation services may be provided as Extra Work.

Construction Phase Services

The construction contract duration is unknown at this time. Construction Phase services may be provided as Extra Work.

ATTACHMENT B
Specifications

Specifications for deliverables shall be as follows:

- A. Plans, specifications, and estimates will be provided to satisfy Iowa DOT requirements.

ATTACHMENT C (referenced from 3.1)
Fees and Payments - Lump Sum

3.1.1 FEES AND PAYMENTS

- 3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$ 33,649.26. The estimated staff hours and fees are shown in this attachment.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

- 3.1.1.2 Reimbursable Costs.** Reimbursement of costs is limited to those that are allowable under the provisions of Title 48, Subchapter E, Section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation.

- 3.1.1.3 Premium Overtime Pay.** Not applicable.

- 3.1.1.4 Payments.** Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

Estimated Staff Hours and Fees

	<u>Hours</u>		<u>Payroll Rate</u>		<u>Extended</u>
Design Development Phase					
Grade 8 Professional	24	@	\$ 45.67		\$ 1,096.08
Grade 7 Professional	16	@	\$ 39.66		\$ 634.56
Grade 3 Professional	80	@	\$ 28.61		\$ 2,288.80
Grade 7 Technical Staff	12	@	\$ 27.00		\$ 324.00
Two-person Survey Crew	24	@	\$ 53.75		\$ 1,290.00
Admin Support Staff	12	@	\$ 18.25		\$ 219.00
			DD Subtotal		\$ 5,852.44
Construction Document Phase					
Grade 8 Professional	40	@	\$ 45.67		\$ 1,826.80
Grade 3 Professional	100	@	\$ 28.61		\$ 2,861.00
Admin Support Staff	12	@	\$ 18.25		\$ 219.00
			CD Subtotal		\$ 4,906.80
Bidding Phase					
Grade 8 Professional	6	@	\$ 45.67		\$ 274.02
Grade 3 Professional	16	@	\$ 28.61		\$ 457.76
Admin Support Staff	8	@	\$ 18.25		\$ 146.00
			Bid Subtotal		\$ 877.78
			Labor Total		\$ 11,637.02
			Overhead 162.87%		\$ 18,953.21
			Labor + OH		\$ 30,590.23
			Profit 10%		\$ 3,059.02
			Total		\$ 33,649.26

ATTACHMENT D
Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions

Instructions for Certification

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

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa
Johnson County

I Kevin Trom, Project Manager of the Shive-Hattery, Inc. Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above statements are true and correct.

(signature)

Subscribed and sworn to this _____ day of _____, _____.

ATTACHMENT E
Certification of Consultant

I hereby certify that I, Kevin Trom am the Project Manager and duly authorized representative of the firm of Shive-Hattery, Inc., whose address is 2834 Northgate Drive, Iowa City, Iowa, and that neither I nor the above firm here represented has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

(signature)

Made this _____ day of _____, _____.

ATTACHMENT F
Certification of Owner

I hereby certify that I, Louise From, am the Mayor and the duly authorized representative of the Owner, and that the above consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Iowa DOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(signature)

Made this _____ day of _____, _____.

ATTACHMENT G

Page 6

Consultant Name
Consultant Address
Consultant Address

Lump Sum Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount
Percentage Completed
 Total
Less Amount Previously Billed
 Total Current Bill
Subconsultants
 Name
 Name
 Name
Total

Current Labor Hours
Total Labor Hours Incurred To Date
Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.

SHIVE-HATTERY, INC.

2834 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040 FAX (319) 354-6921

TABULATION OF BIDS

Client: The City of University Height
Project Name: 2011 Street Improvements
S-H Project #: 111102-0 (25)

Bid Date: October 21, 2011
Location: S-H, Inc., 2834 Northgate Dr., IC
Page No.: 1

NAME AND ADDRESS OF BIDDER		All-American Concrete, Inc 1489 Highway 6 West Liberty, IA 52776		L.L. Pelling Company, Inc. 1425 West Penn Street North Liberty, IA 52317				
Bid Security		-		-				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Removal, Pavement	SY 367	\$11.00	\$4,037.00	\$14.25	\$5,229.75	\$0.00	\$0.00
2	Removal, Sidewalk	SY 24	\$19.00	\$456.00	\$14.25	\$342.00	\$0.00	\$0.00
3	Removal, Intake	EA 1	\$600.00	\$600.00	\$440.00	\$440.00	\$0.00	\$0.00
4	Modified Subbase, 6-Inch	TON 114	\$26.00	\$2,964.00	\$35.25	\$4,018.50	\$0.00	\$0.00
5	PCC Pavement, Class C, 8-Inch	SY 361	\$48.00	\$17,328.00	\$78.65	\$28,392.65	\$0.00	\$0.00
6	PCC Walk, 6-Inch	SY 21	\$70.00	\$1,470.00	\$90.70	\$1,904.70	\$0.00	\$0.00
7	Storm Intake, SW-509	EA 1	\$5,550.00	\$5,550.00	\$4,070.00	\$4,070.00	\$0.00	\$0.00
8	HMA Mill and Resurface, 2-Inch	SY 56	\$50.00	\$2,800.00	\$57.00	\$3,192.00	\$0.00	\$0.00
9	Detectable Warning	SF 36	\$45.00	\$1,620.00	\$45.00	\$1,620.00	\$0.00	\$0.00
10	Sodding	LS 1	\$1,800.00	\$1,800.00	\$715.00	\$715.00		
11	Traffic Control	LS 1	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00	\$0.00	\$0.00
12	Mobilization	LS 1	\$2,800.00	\$2,800.00	\$3,815.00	\$3,815.00	\$0.00	\$0.00
	TOTAL BASE BID			\$43,925.00		\$55,139.60		\$0.00

PROPOSAL



Shive Hattery Engineers
Attn: Josiah Bilskemper
2834 North Gate Drive
Iowa City, IA 52245

WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: University Heights – Asphalt Repair Olive Court

October 26, 2011

The L.L. Pelling Company proposes to mill off the existing asphalt through the peto mat to accommodate for a new overlay. Next we will adjust the man hole to the proper grade and clean the surface. We will then apply tack oil and place a new asphalt surface layer and compact to proper density.

Pavement Milling

106 SY @ \$ 15.00/SY = \$1,590.00

Hot-Mix Asphalt

13 TN @ \$155.00/TN = \$2,015.00

Manhole Adjustment

1 EA @ \$600.00/EA = \$ 600.00

Traffic Control

1 LS @ \$375.00/LS = \$ 375.00

Mobilization

1 LS @ \$650.00/LS = \$ 650.00

TOTAL = \$5,230.0

Notes: 1. Road is to be closed to thru traffic.

2. Work priced to be completed with intersection work on Koser or add an additional \$800 to mobilization.

Authorized
Signature

Brett Timmerman

Note: This proposal may be withdrawn if not accepted within 10 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

PROPOSAL



Shive Hattery Engineers
Attn: Josiah Bilskemper
2834 North Gate Drive
Iowa City, IA 52245

WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: University Heights – George/Koser Intersection

October 26, 2011

The L.L. Pelling Company proposes to mill the existing asphalt off to the concrete and clean the surface. Next we will apply tack oil of MC-70 and place two 1 ½ inch layers of hot-mix asphalt. After asphalt has been compacted and cured we will remove two sidewalk ramps and replace with a new ramp and detectable warning panel.

Pavement Milling

265 SY @ \$ 15.00/SY = \$ 3,975.00

3" Hot-Mix Asphalt

45 TN @ \$155.00/TN = \$ 6,975.00

Remove/Replace Handicap Ramps

2 EA @ \$575.00/EA = \$ 1,150.00

Traffic Control

1 LS @ \$975.00/LS = \$ 975.00

Mobilization

1 LS @ \$1,350/LS = \$ 1,350.00

TOTAL = \$14,425.00

Note: 1. Intersection is to be closed to traffic.

Authorized
Signature

Brett Finney

Note: This proposal may be withdrawn if not accepted within 10 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

SIGN MAINTENANCE

Sign Installation: Signs will be installed and maintained to meet federal standards set forth in the most recent Manual on Uniform Traffic Control Devices (MUTCD).

Maintain Signing, Overall Responsibility: University Heights sign maintenance practices are established to meet all requirements and provide appropriate signing for the traveling public.

Sign Retro-Reflectivity: In accordance with the Second Edition of the 2003 MUTCD – Section 2A.09, the City of University Heights has adopted a traffic sign management plan that is a combination of the “Expected Sign Life” management plan and the “Blanket Replacement” management plan described in the MUTCD. To address new signs that are constructed in conjunction with construction projects, a blanket replacement approach has been developed but will be supplemented by an expected sign life approach to avoid the unnecessary replacement of traffic signs that had been constructed during a particular zone’s sign life period.

1. Blanket Replacement Sign Management
 - a. University Heights has been divided into six zones for the purpose of maintaining traffic signage. Refer to the attached Traffic Sign Maintenance Program map for details on the zone locations.
 - b. New traffic signs that are installed in University Heights include Type IV High Intensity Prismatic sheeting, which results in a 12-year expected sign life. Therefore, a maximum 12-year replacement period was used to develop the planned replacement of signs in each zone.
2. Expected Sign Life Management
 - a. When new signs are installed, the installation date will be recorded in the GIS sign database so that the age of the sign is known.
 - b. New traffic signs that are installed in University Heights include Type IV High Intensity Prismatic sheeting, which results in a 12-year expected sign life.
 - c. During the scheduled replacement of traffic signs within a particular zone, if there are traffic signs that are newer than 6-years old, those signs will not be replaced.

The GIS traffic sign database will be reviewed periodically to determine which, if any, signs need to be replaced in the following calendar year so that funding can be identified to accommodate the replacements.

Sign Maintenance Responsibility: Maintain signs and street identification signs on all University Heights public streets, with the exception of specific signs installed by others (transit agencies, building identification signs, etc)

Miscellaneous Sign Practices:

1. The City Council and City Engineer oversee the traffic signage throughout University Heights. Traffic sign data collection is completed by the Metropolitan Planning Organization of Johnson County or by the City Engineer. Traffic sign installation is completed by hired contractor forces.
2. Traffic signs will be reviewed for removal or modification as necessary per the MUTCD guidelines.

Traffic Sign Maintenance

2012 - 2013	Replace all "poor" condition signs	✘
2014 - 2015	Replace all "fair" condition signs	✘
2012 - 2015	Provide maintenance to all signs in need of height or other corrections	
2029 +	Scheduled Sign Replacement	✘

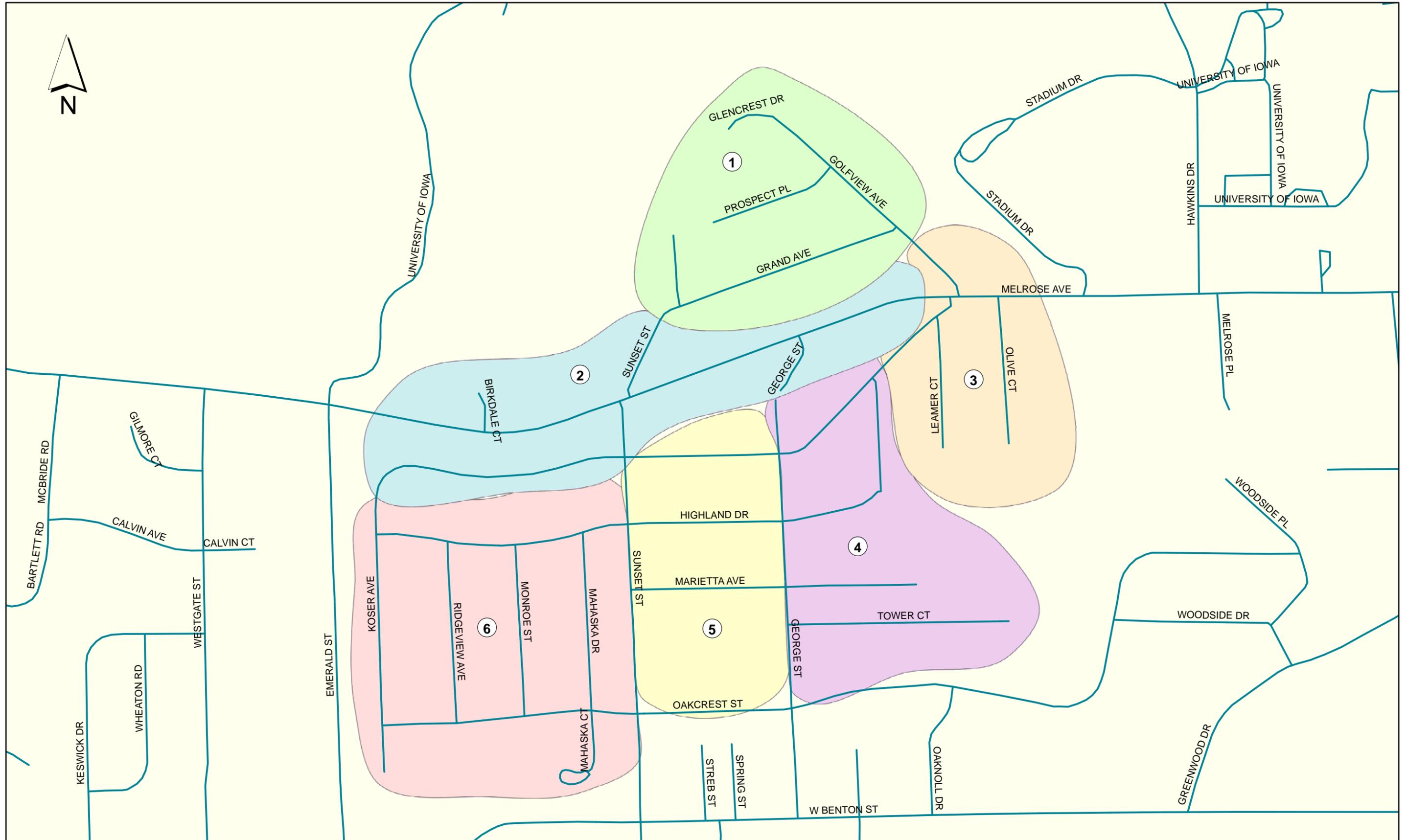
Traffic Sign Maintenance Program
University Heights

Long Term Traffic Sign Replacement Matrix

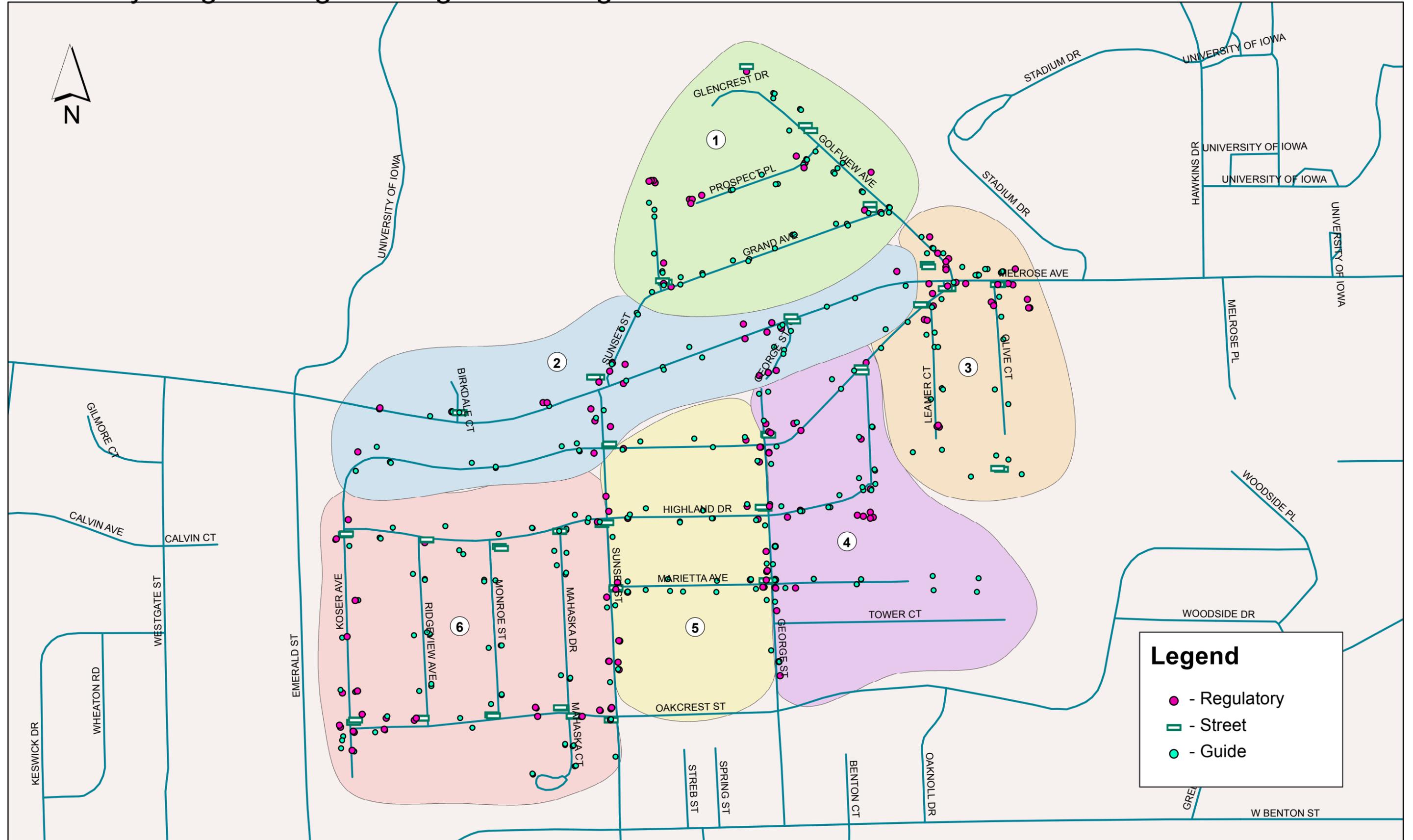
Sign maintenance program established (2012-2015)
Retroreflectivity requirements met for all regulatory and warning signs (2016-2020)

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE 1	Regulatory Warning		✘		✘												✘						
ZONE 2	Regulatory Warning		✘		✘												✘						
ZONE 3	Regulatory Warning		✘		✘												✘						
ZONE 4	Regulatory Warning			✘		✘												✘					
ZONE 5	Regulatory Warning			✘		✘												✘					
ZONE 6	Regulatory Warning			✘		✘												✘					

University Heights - Sign Management Program



University Heights - Sign Management Program



2012 - 2013

Sign Replacement Plan (Poor Condition Signs)

Field	TYPE	CONDITION	HEIGHT TOP	HEIGHT BOTTOM	POST	POST CONDITION	COMMENTS
13	Dead End	P	9_3	6_6	T	F	0
27	One Way	P	7_0	5_10	T	G	0
33	Dead End	P	8_3	4_10	T	F	Bent Sign
43	Stop	P	4_8	2_2	T	P	0
44	(Object Marker, OM3-L)	P	7_11	4_11	T	F	0
56	Speed Limit 20	P	8_9	6_9	T	G	0
68	Road Closed	P	5_10	2_10	T	P	0
69	(Object Marker, OM3-R)	P	6_0	3_0	T	F	Bent Sign
75	Speed Limit 20	P	7_9	5_9	T	G	0
76	Sunset St	P	9_4	8_10	R	G	shares post with 77_Bent Sign
77	Melrose Ave	P	8_10	8_4	R	G	shares post with 76_Bent Sign
84	Speed Limit 25	P	9_10	7_4	T	P	0
88	Speed Limit 25	P	9_0	6_6	T	F	0
92	Stop	P	8_9	6_3	T	P	0
96	Speed Limit 25	P	8_4	5_10	T	F	0
118	No Left Turn	P	9_6	7	T	F	0
121	Dead End	P	5	2_4	T	P	In a Tree
182	Speed Limit 20	P	8_6	6_6	T	G	0
209	Speed Limit 25	P	8_8	6_2	T	P	shares post with 210
211	Stop	P	8_9	6_3	T	F	0
212	Speed Limit 25	P	7_9	5_3	T	F	0
214	Highland Drive	P	8_10	8_4	T	F	shares post with 215_Sign Leans
240	Weight Limit 11 tons	P	10_1	7_7	T	F	shares post with 241, 242
253	Diamond Reflector	P	2	0	Chain	P	0
255	Yellow on Black	P	2_6	0	Chain	P	0
302	Stop	P	7_11	5_6	T	F	shares post with 303
303	All way	P	5_6	5	T	F	shares post with 302
304	Stop	P	9_9	7_3	T	G	0
342	Monroe St	P	7_10	7_4	T	G	shares post with 341
356	Stop	P	9_1	6_7	T	G	shares post with 357
385	Stop	P	10	7_6	T	G	shares post with 384
419	Speed Limit 20	P	8_3	6_3	T	F	shares post with 418
421	Stop	P	7_11	5_5	T	F	shares post with 422
434	No Outlet	P	10_6	8	T	G	0
439	Welcome to the City of University Heights	P	9	7	T	F	0
447	4 Way	P	6_2	5_8	T	G	shares post with 446
455	Speed Limit 20	P	10_2	8_2	T	F	shares post with 456

Total Number of Signs = 37

Legend
Post
T = Telspar Post
R = Round Post
Post Condition
P = Poor
F = Fair
G = Good

**2014 - 2015
Sign Replacement Plan (Fair Condition)**

Field	TYPE	CONDITION	HEIGHT TOP	HEIGHT BOTTOM	POST	POST CONDITION	COMMENTS
1	No Outlet	Fair (F)	7_8.5	4_3	Telspar (T)	F	vegetation blocking post
2	Glencrest Dr	F	9_1	8_7	Round [R]	F	post leans
15	Grand Ave	F	9_6	9_0	R	F	vegetation blocking post
16	Golfview St	F	9_0	8_6	R	F	shares post with 16
21	Speed Limit 25	F	8_8	6_8	T	F	shares post with 15
22	Keep Right	F	8_9	7_0	T	G	post leans
28	Yield	F	9_0	7_6	T	G	
29	Do Not Enter	F	9_0	7_6	T	G	shares post with 29_back-to-back
42	(Object Marker, OM3-R)	F	6_3	3_3	T	P	shares post with 28_back-to-back
45	Speed Limit 20	F	10_2	8_2	T	F	Post easily moves
59	Stop	F	8_6	6_0	T	G	shares post with 472_Tree Branches in way of sign
60	Dead End	F	8_3	4_10	T	F	Wall right against sign
66	No Dumping	F	8_0	6_0	T	P	Post leans badly
74	Slow Children At Play	F	8_7	6_7	T	F	shares post with 475
80	Birkdale Ct	F	9_5	8_11	T	G	shares post with 81_Bent Sign
83	Welcome to the City of University Heights	F	11_10	9_10	T	P	
87	Bus Stop	F	6_4	4_4	T	F	
93	Dead End	F	9_2	5_9	T	P	
100	Speed Limit 25	F	10_2	6_8	T	G	shares post with 101
104	Speed Limit 25	F	8_2	6_2	T	F	
105	Bus Stop	F	9_5	7_5	T	G	
107	George St	F	9_10	9_4	T	F	shares post with 106
116	Speed Limit 25	F	9_6	7_6	T	F	shares post with 117
120	Center Turn Lane Only	F	8_6	6_6	T	G	
133	Speed Limit 25	F	8_6	6	T	F	
150	Stop	F	7_6	5	T	G	
152	Speed Limit 20	F	8_3	6_3	T	F	
153	Stop	F	8_9	6_3	T	F	shares post with 154
155	Koser St	F	9_4	8_10	T	G	shares post with 156_Sign is Loose
156	Leamer Ct	F	8_10	7_4	T	G	shares post with 155_Sign is Loose
174	Stop	F	9	6_6	T	F	
175	Koser St	F	9	8_6	R	G	shares post with 176_Leans
176	Highland Drive	F	8_6	8	R	G	shares post with 175
180	Stop Ahead (warning sign)	F	9_10	6_5	T	G	shares post with 181
186	Stop	F	7_11	5_6	R	F	
188	No Outlet	F	9_8	6_3	T	F	shares post with 189
192	Horizontal Object Marker (OM3)	F	4_2	3_2	T	F	post structure, shares with 193, 194
193	Horizontal Object Marker (OM3)	F	4_4	3_4	T	F	post structure, shares with 192, 194
194	Horizontal Object Marker (OM3)	F	4_10	3_10	T	F	post structure, shares with 192, 193
195	Stop	F	7_9	5_3	T	G	shares post with 196
197	Speed Limit 20	F	8_4	6_4	T	F	shares post with 198
202	Speed Limit 20	F	8_10	6_10	T	F	shares post with 203_Tree Branch
204	Koser St	F	10	9_6	R	G	shares post with 205
205	Sunset St	F	9_6	9	R	G	shares post with 204
206	Stop	F	9_6	7	T	G	
213	Stop	F	8_11	6_5	T	F	

**2014 - 2015
Sign Replacement Plan (Fair Condition)**

216 speed limit 20	F	7_6	5_6	T	G	shares post with 217, 218
225 Speed Limit 20	F	7_8	5_8	T	F	shares post with 226
229 Stop	F	9	6_6	T	G	shares post with 229
233 Stop	F	8_2	5_8	T	F	shares post with 234
234 All way	F	5_8	5_2	T	F	shares post with 233
235 Speed Limit 20	F	10	8	T	G	shares post with 236
237 Stop	F	7_9	5_3	T	F	
238 Speed Limit 20	F	8_8	6_8	T	F	
249 Dead End	F	7_6	4_1	T	P	Post Leans_ shares post with 248, 250
251 Yellow on Black	F	7_8	4_8	T	P	behind utility pole
254 Diamond Reflector	F	6_6	4_6	T	F	
260 Right Curve	F	8_1	4_8	T	F	shares post with 261
278 Koser St	F	9_9	9_3	R	F	sign leans_shares post with 279
293 Stop	F	8_2	5_8	T	G	shares post with 294
294 All way	F	5_8	5_2	T	G	shares post with 293
296 Oakcrest	F	9_3	8_9	R	F	shares post with 295
307 School Zone 20 Mph 8 to 5	F	6_6	4_6	T	F	
308 Ped Crossing	F	9	7	T	F	shares post with 309
311 Oakcrest	F	9_6	9	R	F	shares post with 312
341 Oakcrest	F	8_4	7_10	T	G	shares post with 342
350 Mehaska Dr	F	8_5	7_11	T	F	Wobbly_Shares post with 351, 352
351 Highland Drive	F	7_11	7_5	T	F	Wobbly_shares post with 350, 352
366 Mahaska Dr	F	9_7	9_1	R	F	shares post with 367
367 Oakcrest	F	9_1	8_7	R	F	shares post with 366
383 School Zone 20 Mph 8 to 5	F	5_7	3_7	T	F	shares post with 382
392 Bus Stop	F	7_8	5_8	T	G	
397 Bus Stop	F	9_2	7_2	T	P	
400 Speed Limit 25	F	10_8	8_2	T	F	
401 Neighborhood Watch	F	8	6_6	T	F	
403 Welcome to the City of University Heights	F	8_10	6_10	T	F	shares post with 404
408 Stop	F	8_7	6_1	T	F	
410 Speed Limit 20	F	9_9	7_9	T	G	shares post with 411
422 4 Way	F	5_4	4_10	T	F	shares post with 421
435 Stop	F	9_4	6_10	T	F	shares post with 436
436 4 Way	F	6_9	6_6	T	F	shares post with 435
440 Speed Limit 20	F	9_4	7_4	T	F	shares post with 441
446 Stop	F	8_9	6_3	T	G	shares post with 447
450 Stop	F	8	5_6	T	F	shares post with 451
451 4 Way	F	5_4	4_10	T	F	shares post with 450
454 Stop Ahead	F	8	5_6	T	F	

Total Number of Signs = 86

Legend
Post
T = Telspar Post
R = Round Post
Post Condition
P = Poor
F = Fair
G = Good

2012 - 2015

Traffic Sign Corrective Action Plan

Field	TYPE	CONDITION	HEIGHT TOP	HEIGHT BOTTOM	POST	POST CONDITION	COMMENTS
1	No Outlet	Fair (F)	7_8.5	4_3	Telspar (T)	F	vegetation blocking post
2	Glencrest Dr	F	9_1	8_7	Round [R]	F	post leans
21	Speed Limit 25	F	8_8	6_8	T	F	vegetation blocking post
33	Dead End	P	8_3	4_10	T	F	post leans
41	No Dumping Allowed	G	8_4	6_4	T	F	Bent Sign
45	Speed Limit 20	F	10_2	8_2	T	F	Tree branches in way of sign
59	Stop	F	8_6	6_0	T	F	Post easily moves
66	No Dumping	F	8_0	6_0	T	G	shares post with 472_Tree Branches in way of sign
69	(Object Marker, OM3-R)	P	6_0	3_0	T	P	Post leans badly
76	Sunset St	P	9_4	8_10	T	F	Bent Sign
77	Melrose Ave	P	8_10	8_4	R	G	shares post with 77_Bent Sign
78	Stop	G	8_7	5_11	R	G	shares post with 76_Bent Sign
80	Birkdale Ct	F	9_5	8_11	T	G	Post leans
121	Dead End	P	5	2_4	T	G	shares post with 81_Bent Sign
155	Koser St	F	9_4	8_10	T	P	In a Tree
156	Leamer Ct	F	8_10	7_4	T	G	shares post with 156_Sign is Loose
175	Koser St	F	9	8_6	T	G	shares post with 155_Sign is Loose
202	Speed Limit 20	F	8_10	6_10	R	G	shares post with 176_Leans
214	Highland Drive	P	8_10	8_4	T	F	shares post with 203_Tree Branch
215	Sunset St	G	8_4	7_10	T	F	shares post with 215_Sign Leans
249	Dead End	F	7_6	4_1	T	F	shares post with 216_sign leans
278	Koser St	F	9_9	9_3	T	P	Post Leans_ shares post with 248, 250
350	Mehaska Dr	F	8_5	7_11	R	F	sign leans_shares post with 279
351	Highland Drive	F	7_11	7_5	T	F	Wobbly_Shares post with 351, 352
394	School Crossing	G	10_2	7_10	T	F	Wobbly_shares post with 350, 352
402	Weight Limit 11 tons GVWR	G	9_10	7_4	T	G	Tree Branch_shares post with 395
							Leans