



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

AMENDED MEMORANDUM

DATE: May 18, 2020

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, May 20, 2020 Board Meeting

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This month's board meeting is scheduled for Wednesday, May 20, 2020 at 5:45 pm in the Board Room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323-6535 (w) or 707-3869 (c). I look forward to seeing you on Wednesday.

The following numbered items correspond with the number of the item on the agenda:

Consent Agenda Items for Approval

8. Resolution 05-20-03 – Approval of Municipal Solid Waste Extension with Ankeny Sanitation, Inc.- Action for Approval
This extension extends the municipal solid waste services provided by Ankeny Sanitation, Inc. for one year.
9. Resolution 05-20-04 – Approval of Municipal Solid Waste Extension with Waste Management - Action for Approval
This extension extends the municipal solid waste services provided by Waste Management for one year.
10. Resolution 05-20-05 – Approval of Municipal Solid Waste Extension with Waste Connections - Action for Approval
This extension extends the municipal solid waste services provided by Waste Connections for one year.
11. Resolution 05-20-06 – Approval of Tire Collection Contract with Waste Connections - Action for Approval
This extension agreement grants the hauler the right to collect scrap tires from Metro Waste Authority (MWA) facilities and/or from communities that offer an annual scrap tire drop-off for residents. MWA will compensate Waste Connections for the collection of the tires.

Regular Agenda Items for Approval

12. **Resolution 05-20-07 – Approval to Amend the Ankeny Sanitation, Inc. Municipal Solid Waste to Add the Cities of Clive, Grimes, Johnston, and Polk City to the Contract – Action Item**

This first amendment to the agreement for solid waste collection adds the cities of Clive, Grimes, Johnston, and Polk City to the original contract for service. In addition, the amendment addresses the handling of carts for the four additional cities.

13. **Resolution 05-20-08 – Approval of Recommendation of Executive Director's FY 19/20 Performance Review and FY 20/21 Salary Adjustment – Action Item**

A performance review for the Executive Director, Michael McCoy, was performed by the Chair of the Metro Waste Authority Board of Directors, Mark Holm, and a committee comprised of David Gisch, Threase Harms, and Vice Chair, Ron Pogge. Thirteen performance reviews were submitted and reviewed. Overall performance ratings and comments were positive and indicated that McCoy exceeded Board expectations for FY 19/20.

14. **Resolution 05-20-09 – Approval of Amendment to Ground Lease and Operation Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property – Action Item**

Metro Waste Authority (MWA) and the Cities of West Des Moines, Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes, Des Moines, and Pleasant Hill have been parties to an agreement for the salt storage facility located on MWA property since August 2014. MWA gave notice of termination only to the City of Des Moines, electing to terminate the agreement and requiring the City of Des Moines to remove the ten thousand ton capacity building from the property. However, the agreement does not allow for MWA to terminate with only the City of Des Moines and not the other cities. The City of Des Moines has agreed to withdraw and provide a bill of sale to MWA, rescinding the notice of termination and allowing the City of Des Moines to leave the building on MWA property. Terms of the amended agreement are effective October 1, 2020.

15. **Resolution 05-20-10 – Approval of P-60 Building Expansion Proposal at Metro Park East Landfill – Action Item**

Five (5) bids were received for construction and expansion of the Metro Park East building 4 improvements and relocation of electrical panels. Accurate Commercial Construction is the recommended contractor with the lowest most responsive total alternate bid of \$528,464.00. Accurate Commercial Construction's bid was reviewed by HDR.



**Board of Directors
2020 Calendar Year**

**Mark Holm
Chair**

**Ron Pogge
Vice-Chair**

Dean O'Connor
Altoona

Mark Holm
Ankeny

Wes Enos
Bondurant

John Edwards
Clive

Joe Gatto
Des Moines

Steve Allen
Elkhart

David Gisch
Grimes

Tom Cope
Johnston

Bill Roberts
Mitchellville

Ed Kuhl
Norwalk

Dean Cooper
Pleasant Hill

Rob Sarchet
Polk City

Tom Hockensmith
Polk County

Gerald Lane
Runnells

Ron Pogge
Urbandale

Steve Gaer
West Des Moines

Threase Harms
Windsor Heights

**Michael McCoy
Executive Director**

**Metro Waste Authority
Board Meeting
May 20, 2020**

MWA Central Office
300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309
5:45 pm

Amended Agenda

1. Call to Order, Roll Call
2. Approval of Regular Agenda
3. Public Forum

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 11
5. Consideration of Minutes of April 15, 2020, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 05-20-01 - Consideration of March 2020, Financial Statements – Action to Receive and File
7. Resolution 05-20-02 – Consideration of April 2020, Monthly Expenditures – Action for Approval
8. Resolution 05-20-03 – Approval of Municipal Solid Waste Extension with Ankeny Sanitation, Inc. – Action for Approval
9. Resolution 05-20-04 – Approval of Municipal Solid Waste Extension with Waste Management – Action for Approval
10. Resolution 05-20-05 – Approval of Municipal Solid Waste Extension with Waste Connections – Action for Approval
11. Resolution 05-20-06 – Approval of Tire Collection Contract with Waste Connections – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Items 12 through 15

12. Resolution 05-20-07 – Approval to Amend the Ankeny Sanitation, Inc. Municipal Solid Waste to Add the Cities of Clive, Grimes, Johnston, and Polk City to the Contract – Action Item
13. Resolution 05-20-08 – Approval of Recommendation of Executive Director's FY 19/20 Performance Review and FY 20/21 Salary Adjustment – Action Item

14. Resolution 05-20-09 – Approval of Amendment to Ground Lease and Operation Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property – Action Item
15. Resolution 05-20-10 – Approval of P-60 Building Expansion Proposal at Metro Park East Landfill – Action Item
16. Director's Report
17. Chair's Report
18. General Board Discussion and Other Business
19. Correspondence
20. Adjournment

June Executive/Finance Meeting: June 3, 2020, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

June Board Meeting: June 17, 2020, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

April 15, 2020, Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Ron Pogge, vice chair, called the April 15, 2020, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present. This meeting was primarily conducted electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions, and Governor Reynold's Proclamation of Disaster Emergency dated March 19, 2020.

Roll Call – MWA Board Representatives/Alternates in Attendance

Dean O'Connor, Altoona
Mark Holm, Ankeny
Wes Enos, Bondurant
John Edwards, Clive
Joe Gatto, Des Moines
David Gisch, Grimes
Tom Cope, Johnston
Bill Roberts, Mitchellville
Ed Kuhl, Norwalk
Dean Cooper, Pleasant Hill
Rob Sarchet, Polk City
Tom Hockensmith, Polk County
Ron Pogge, Urbandale
Threase Harms, Windsor Heights

2. Approval of Regular Agenda

Moved by Clive, seconded by Windsor Heights, to approve the April 15, 2020, board meeting agenda as presented. Motion carried unanimously by voice vote.

3. Public Forum

There were no requests to address the Board.

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests that an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 9

Moved by Polk County, seconded by Altoona, to approve the Consent Agenda, items 4 through 9. Motion carried unanimously by voice vote.

5. Consideration of Minutes of March 25, 2020, Metro Waste Authority Board Meeting – Action for Approval

6. Resolution 04-20-01 - Consideration of February 2020, Financial Statement – Action to Receive and File

7. Resolution 04-20-02 - Consideration of March 2020, Monthly Expenditures – Action for Approval
8. Resolution 04-20-03 - Approval of Extension of Compost It! Yard Waste Collection and Composting Agreement – Action for Approval
9. Resolution 04-20-04 - Approval of Change of Metro Waste Authority Principals for Credit Card Banking Services with TCM Back, N.A. and VISA – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 11 through 16

10. Discussion of Opening the Metro Northwest Transfer Station on Saturday for Residential Drop-Offs
 Leslie Irlbeck, deputy director, reported a modification to the 2020-2021 key priorities timeline, which allows Metro Northwest Transfer Station (MNTS) to open residential drop off on Saturdays, beginning May 2020. Facility hours on Saturdays will be 8:00 am to 1:00 pm. Staff identified the need to adjust the timeframe of this priority to accommodate communities who have been impacted by postponed spring clean ups, and to alleviate increased traffic at Metro Park East Landfill (MPE) due to COVID-19.

 Staff is finalizing MNTS traffic flow plans and pricing. Residents will be able to dispose of general household trash, excluding tires and appliances.
11. Resolution 04-20-05 - Approval of Water Tanker Truck Purchase for Metro Park West Landfill - Action Item
 Moved by Altoona, seconded by Des Moines, to approve Resolution 04-20-05. Motion carried unanimously by voice vote.

 Irlbeck reported the tanker truck at Metro Park West Landfill (MPW) is used to haul and recirculate leachate at the landfill. Replacement of the current truck was budgeted for FY 20/21; however, staff are concerned with its extensive rusting and the potential for it to fail. Several replacement options were explored, and staff recommend purchasing a gently used truck for \$127,312.00. Funds are available in the FY 19/20 capital equipment budget.
12. Resolution 04-20-06 - Approval of Tanker Trailer Purchase for Metro Park East Landfill - Action Item
 Moved by Altoona, seconded by Des Moines, to approve Resolution 04-20-06. Motion carried unanimously by voice vote.

 McCoy reported similarities to the tanker truck purchase for MPW; however, the trailer for MPE has been out of commission due to leaking for some time. Replacing the trailer will reduce costs associated with paying a third-party vendor to haul the leachate from MPE to Des Moines Metropolitan Wastewater Reclamation Authority. The tanker trailer was not budgeted for FY 19/20, but funds are available in the capital equipment budget.
13. Resolution 04-20-07 - Approval of Replacement of Metro Park East Inbound Vehicle Scale and Related Accessories and Installation - Action Item
 Moved by Clive, seconded by Altoona, to approve Resolution 04-20-07. Motion carried unanimously by voice vote.

Art Kern, compliance coordinator, reported after recent inspection it was determined the inbound scale at MPE is at risk of failing. The Mettler Toledo 7531 Truckmate Scale from J.A. King Precision Measurement Professionals is the only model and brand compatible with the existing concrete foundation, and consequently was the only bid received. Replacement of the scale was not budgeted in FY 19/20, but funds are available in the capital equipment budget.

14. Resolution 04-20-08 - Approval of Trash Cart Purchase for Municipal Solid Waste Programs - Action Item

Moved by Clive, seconded by Altoona, to approve Resolution 04-20-08. Motion carried unanimously by voice vote.

Irlbeck reported several new communities have expressed interest in having MWA manage their municipal solid waste contracts. To prepare for the additional households, 17,550, 95-gallon MWA branded carts must be purchased. Distribution of the new carts will need to take place in advance of the start of the new contract period, assumed to be July 1, 2020.

15. Resolution 04-20-09 - Approval of Prepayment of the North Dallas Landfill Note - Action Item

Moved by Altoona, seconded by Des Moines, to approve Resolution 04-20-09. Motion carried unanimously by voice vote.

Matt Stoffel, PFM, reported MWA currently has a loan with North Dallas Landfill Inc. that carries an interest rate of 3.52%. Early payment of the outstanding balance will simplify the loan agreement with Polk County, and will save MWA \$40,000 over the next three years.

16. Resolution 04-20-10 - Approval of Metro Waste Authority Executive Director to Set Agency Purchasing Limits - Action Item

Moved by Altoona, seconded by Windsor Heights, to approve Resolution 04-20-10. Motion carried unanimously by voice vote.

McCoy reported the executive director purchasing limit will not change; however, this gives the executive director the ability to adjust and modify current spending limits as needed. Annually, the purchasing limits will be brought to the board for approval.

17. Director's Report

McCoy reported the houseside hazardous waste program has completed 154 deliveries and 32 pick-ups since March 19, 2020.

McCoy reported the liquids program at MPE has been suspended due to a closure of the facility that regularly provides fly ash, which is necessary for the liquid solidification process.

McCoy reported the cardboard container at Metro Hazardous Waste Drop-Off has been temporarily moved to Bondurant City Hall for residents to utilize. A Saturday route has been implemented in addition to regular collection of the cardboard drop-off containers across the metro.

Irlbeck reported the launch of online sales for Compost It! stickers and bags, as well as large and extra item trash stickers, on the MWA website in light of COVID-19.

Irlbeck reported early discussion of MWA providing recycling assistance for rural communities in Dallas County, which includes creation of a collection route.

McCoy reported the Des Moines owned salt storage facility, located at MNTS, is being transferred back to MWA's possession. The building will remain on MWA property and title will be transferred back to MWA. The City of Des Moines will continue to store its remaining salt supply there through September 2020. More to come during the May MWA board meeting.

Irlbeck reported intent to launch glass drop-off containers. The new program will be similar to the cardboard drop-offs throughout Polk County. MWA staff are in contact with city managers to discuss details and logistics.

The May executive finance meeting will be held on Wednesday, May 6, 2020, at Central Office (300 E. Locust St. Ste. 100, Des Moines, Iowa) at 12:00 pm.

The May board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, May 20, 2020, at 5:45 pm.

18. Chair's Report

Mark Holm reported the 2020 executive director review is being planned for the June board meeting.

19. General Board Discussion and Other Business

No report.

20. Adjournment

Moved by Clive, seconded by Johnston, to adjourn the April 15, 2020, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:32 pm.

Michael McCoy, Executive Director

Mark E. Holm, Chair

**METRO WASTE AUTHORITY
BILLS PAID IN APRIL 2020**

Vendor	Amount	Services Provided
3E COMPANY	1,500.00	Health/safety/dues/subscription
ABM PARKING	6,420.00	Parking
ACCESS SYSTEMS	332.77	Office printing
ACCURATE HYDRAULICS	3,009.77	Parts/labor
AIR MACH	15,928.00	Site maintenance
A-LINE IRON	3,240.00	White goods
ALL FORMS	229.34	Office supplies
ALLENDER BUTZKE ENGINEERS	4,900.00	Engineering fees
AMERICAN MARKING	76.65	Office supplies
AMERICAN SECURITY	491.65	Security
ANKENY SANITATION	92,203.82	Waste/drop off/contract expense
ANNETTE STANTON	3,189.75	Professional services
ARAMARK	2,426.29	Rags/mats/supplies
ARKADIN	556.42	Phone
ASPEN WASTE	3,675.00	Curbside/drop off/waste coll
A-TEC	1,065.00	Contract disposal
ATLANTIC BOTTLING COMPANY	17.74	Office supplies
ATW TRAINING	1,425.00	Consulting fees
AUTO-JET MUFFLER	71.84	Parts
AUTOMATED SYSTEMS	180.00	Ground water well maintenance
BOMGAARS	528.12	Parts/small tools/supplies
BONNIE LE PAGE	450.00	Public information/promotion
BOOT BARN	950.28	Health/safety
BRIAN KRUEGER	99.81	Office supplies
BRICK GENTRY	10,586.00	Legal fees
BROTHERS CONSTRUCTION	3,055.45	Site maintenance
C & C MANUFACTURING	138.44	Parts/labor
CAMP TOWNSHIP FIRE DEPT	7,370.68	Host fees
CAPITAL CITY EQUIPMENT	345.72	Equipment/parts/labor
CAPITAL SANITARY SUPPLY	235.70	Office supplies
CAROLINA SOFTWARE	4,652.49	Computer supplies/maintenance/fees
CASSIE RILEY	375.82	Mileage/expenses
CENTRAL BAG	1,640.00	Public information/promotion
CENTRAL UNITED	823.47	Life insurance
CHRISTENSEN DEVELOPMENT	10,000.00	Consulting fees
CINTAS	344.13	Health/safety
CITY GARDENS	5,695.00	Site maintenance
CITY OF BONDURANT	111.67	Utilities
CITY OF DES MOINES	87,791.53	Lease/leachate hauling
CITY OF DES MOINES	400.00	Site permit
CITY OF GRIMES	274.68	Utilities
CL SMITH	9,989.46	Contract disposal
CLEAN HARBORS ENVIRONMENTAL SERVICE	7,954.14	Contract disposal
COMMONWEALTH ELECTRIC	1,506.59	Site maintenance
COMMUNICATION INNOVATORS	193.00	Computer supplies/maintenance/fees
CONCRETE IMPRESSION	10,935.00	Ditch project MPW
CONSTRUCTION & AGGREGATE PRODUCTS	3,116.72	Leachate collection
CONTEMPORARY CATERING	417.90	Meetings
CONTROL INSTALLATIONS	201.60	Building repairs
CONTROLLED ACCESS	1,080.65	Site maintenance
CORNERSTONE	6,250.00	Lobbyist fees
CP MANUFACTURING	150,000.00	Equipment
CPI	1,187.50	Phone system
CRYSTAL CLEAR	177.75	Office supplies
CSG FORTE	2,011.75	Computer supplies/maintenance
DANIEL TAYLOR	152.99	Claim

DAN'S OVERHEAD DOORS	1,883.69	Building repairs
DARYLE J BENNETT II	275.00	Building services
DEERY BROTHERS	2,100.57	Parts/labor
DEPARTMENT OF ADMINISTRATIVE SERVICES	35.00	Convention/education fees
DES MOINES MOBILE WASH	2,536.00	Preventive maintenance
DES MOINES REGISTER	310.90	Advertising
DES MOINES SOLID WASTE	72,583.70	Yard waste collection
DES MOINES WATER WORKS	1,580.99	Utilities
DIAM PEST	424.00	Pest control
DRAKE UNIVERSITY	14,750.00	Consulting fees
DULTMEIER SALES	46.81	Leachate well maintenance
ECOPRO	1,222.43	Parts
ED M FELD EQUIPMENT	100.00	Health/safety
ELAN CITY	3,179.00	Site maintenance
ELDER	123,889.97	Refund
EMSL	896.00	Asbestos testing
ENGINEERED THERMAL INSULATION	296.00	Leachate maintenance/collection
EXCEED SERVICES	2,270.19	Building services
EXPRESS LAUNDRY	125.94	Floor mats
EXPRESS TARP SERVICE	295.00	Litter control
FASTENAL COMPANY	232.81	Health/safety
FERRELLGAS	1,968.05	Utilities/equipment fuel
FLYNN WRIGHT	20,028.50	Public information/promotion
FORMATION GROUP	9,828.50	Consultation/professional fees
G-NEIL	728.92	Office supplies
GOLDEN VALLEY	89.82	Site maintenance
GRAINGER	1,156.57	Parts/small tools/supplies
GREATER DM PARTNERSHIP	2,000.00	Dues/subscriptions
HARLAND ACE HARDWARE	84.76	Small tools/supplies
HARRISON TRUCK CENTERS	595.02	Preventive maintenance
HDR	30,987.88	Engineering services
HEALTHCARE MARKETING MAKEOVERS	350.00	Public information/promotion
HEARTLAND CO-OP	80,625.48	Equipment fuel
HEAVY HIGHWAY FRINGE BENEFIT	690.00	Medical insurance
HIEMSTRA TRUCKING	60,750.00	Leachate processing
HIRE QUALITY SOLUTIONS	1,098.80	Temporary labor
HOLM'S	588.30	Parts/labor
HOME DEPOT	1,063.57	Small tools/supplies
HOTSPOT	1,831.41	Site maintenance
HOUSBY HEAVY EQUIPMENT	8,377.48	Parts/labor/preventive maintenance
HOUSBY MACK	8,051.80	Parts/labor/preventive maintenance
INTERSTATE ALL BATTERY	257.95	Office supplies
INTERSTATE BATTERY	162.95	Parts
IOWA COMMUNITIES ASSURANCE POOL ADMINISTRATORS	1,481.00	Prepaid insurance
IOWA DES MOINES SUPPLY	212.01	Janitorial supplies
IOWA LABORERS' DISTRICT COUNCIL	30,898.12	Medical insurance
IOWA METHODIST	1,163.00	DOTpx/workers' comp
IOWA PUMP	677.41	Leachate collection
IPERS	39,139.11	Employer's share of IPERS
J A KING	1,575.00	Site maintenance/parts
J PETTIECORD	1,655.00	Equipment rent
JETCO	3,559.10	Leachate maintenance/collection
JIM HAWK TRUCK	1,463.58	Equipment/parts/labor
JOHNSON CONTROLS	401.18	Alarm/detection monitoring
JOHNSON FIRE	600.00	Inspections
JONSTONE SUPPLY	39.56	Site maintenance
KABEL BUSINESS SERVICES	8,932.88	HRA disbursements/fees
KAL	782.19	Yard waste collection
KEYSTONE CONSTRUCTION	36,256.00	Visionary update
KOCH BROTHERS	1,693.47	Office supplies
LINK HYDRAULIC	1,161.90	Parts

LUBE-TECH	27,066.82	Equipment fuel
MACQUEEN	698.03	Parts
MANAGEMENT PROFESSIONALS	5,259.12	Property management fee/site maintenance
MARSDEN	764.26	Janitorial services
MARTIN MARIETTA	7,554.77	Site maintenance
MCMASTER-CARR	241.84	Leachate maintenance/collection
MEBULBS	150.89	Office supplies
MENARDS	69.32	Supplies
MHC KENWORTH	8,377.51	Parts/labor/preventive maintenance
MIDAMERICA RECYCLING	94,247.11	Curbside processing expense
MIDAMERICAN ENERGY	17,940.76	Utilities
MIDLAND POWER	1,149.11	Utilities
MIDWEST ALARM	833.39	Alarm/detection monitoring
MIDWEST OFFICE TECHNOLOGY	357.00	Office printing
MIDWEST WHEEL	1,586.83	Preventive maintenance
MMC CONTRACTORS	22,267.16	Bldg repairs/site maintenance
MOBILE TRACK	4,970.09	Parts/labor
MONARCH PRINTING	3,758.60	Public information/promotion
MSCRM-ADDONS	660.00	Office supplies
MURPHY TRACTOR	314,000.00	Preventive maintenance
NATIONWIDE OFFICE CLEANERS	969.84	Janitorial services
NEESE	23,687.08	Leachate processing
NORTH DALLAS REGIONAL SOLID WASTE PLANNING	760,329.41	Loan Payment
ODORGON	30,020.00	Parts
O'HALLORAN	669.90	Parts/labor/preventive maintenance
ONE SOURCE	26.30	Background checks
ORBIS	3,820.00	Curbside cart expense/repair
O'REILLY	352.04	Parts/small tools/supplies
OVERHEAD DOOR COMPANY	208.00	Building services
P & P SMALL ENGINES	133.84	Parts
PABCO	27,976.10	Yard waste bags
PER MAR	82.50	Security
PETERBILT	1,186.51	Parts/labor/preventive maintenance
PETERSON CONTRACTORS	10,005.30	Contracted fly ash hauler
POLK COUNTY SHERIFF	588.16	Garnishment
POMP'S TIRE	39,895.21	Tire/track repairs
PRAIRIE AG	52.79	Site maintenance
PRAXAIR	145.76	Welding supplies
PREMIER OFFICE	252.65	Office printing
PROSPERITY JANITORIAL	2,239.89	Janitorial services
PURCELL PRINTING	12,002.65	Printing
QED ENVIRONMENTAL SYSTEMS	828.75	Leachate maintenance/collection
QUICK FUEL	5,960.73	Equipment fuel
QUICK OIL	5,936.16	Equipment fuel
RALPH N SMITH	119.93	Building services
RED WING SHOE	756.97	Health/safety
RELIANCE STANDARD	3,166.87	Insurance premium
ROAD MACHINERY	2,118.03	Parts/preventive maintenance
RSM US	37,323.25	Computer supplies/maintenance/fees
RSM US LLP	2,342.23	Consulting/professional service/dues
SCHIMBERG	372.29	Parts
SCOTT'S AUTO GLASS	1,000.00	Parts/labor
SCS FIELD SERVICES	60,802.99	Engineering services
SECURITY EQUIPMENT	553.05	Building repairs
SENECA	1,293.48	Leachate collection
SENECA TANK	8,011.95	Parts
SILVER PRINTING	151.77	Printing
SINK PAPER	4,712.00	Yard bag storage/distribution
SIOUX CITY TARP	1,974.70	Parts
SOCIAL SECURITY ADMINISTRATION	32,300.69	Employer's share of FICA
SOUTHEAST POLK COMM SCHOOL	14,741.34	Host fees

SPINDUSTRY	196.00	Convention/education fees
SPINUTECH	2,458.75	Website/social media
STENSLAND SOD	1,000.00	Site maintenance
SUMMIT COMPANIES	1,017.50	Fire extinguisher
TESTAMERICA	11,632.50	Environmental monitoring
TIFCO	4,107.61	Parts/small tools/supplies
TITAN	171,756.35	Parts
TOMPKINS	11.36	Parts
TOTALFUNDS	600.00	Postage
TRANE	140.26	Building services
TRANE	690.25	Site maintenance
TREASURER STATE OF IOWA	20,778.63	Sales tax
TRI AIR TESTING	188.83	Environmental monitoring
TRUENORTH	5,000.00	Dues/subscription/fee
UPS	237.32	Mailing expense
URBANDALE PUBLIC WORKS	2,357.62	Yard waste collection
US BANK LOAN PAYMENT	62,242.64	MNTS loan payment
VAN MAANEN ELECTRIC	238.25	Computer supplies/maintenance
VAN WALL EQUIPMENT	70,120.04	Parts/labor/preventive maintenance
VANDER HAAG	1,591.29	Parts/labor
VANTAGEPOINT TRANSFER AGENTS	9,360.97	Employer's share deferred compensation
VERIZON	795.79	Computer supplies/maintenance
VERMEER	1,564.12	Parts
VIKING AUTOMATIC SPRINKLER	330.00	Health/safety
WALMART	71.24	Supplies/meetings
WASTE ADVANTAGE	250.00	Public information/promotion
WASTE CONNECTIONS	131,164.08	Waste collection/tire process
WASTE CONNECTIONS OF IOWA	6,206.48	Contract management revenue
WASTE MANAGEMENT	2,657.40	Contract management revenue
WASTE MANAGEMENT	1,661,500.24	Curbside/drop off/waste collection
WASTE SOLUTIONS	1,280.00	Building services
WASTEQUIP	36,612.24	Curbside cart expense/repair
WEST BANK	9,122.73	Credit card payment for misc office, travel expenses and fees
WEST FINANCIAL ADVISORS	1,992.00	Security deposit refund
WEX	830.66	Fuel
WIGES OUTDOOR	70.00	Site maintenance
WILLIAMSON'S REPAIR	109.80	Equipment maintenance
WRIGHT OUTDOOR	178.00	Building services
WRIGHT OUTDOOR SOLUTIONS	2,987.20	Building services
XENIA	140.18	Utilities
ZEVEZ	500.00	Computer supplies/maintenance/fees
ZIEGLER	95,485.38	Part/labor/preventive maintenance/subscription
ZONAR	1,019.85	Dues/subscription/fee
Grand Total	4,995,680.63	

The MWA Executive Director and the Director of Finance certify that the above MWA bills paid are properly due and have been made in accordance with the operating and expenditure processes established by MWA.



Michael McCoy, Executive Director



Joel Etienne, Finance Administrator

Metro Waste Authority Board
Monthly Board Meeting
May 20, 2020
CONSENT AGENDA ITEM 08

ITEM:

Approval of Extension to the Municipal Solid Waste Agreement for Bondurant, Norwalk, and Windsor Heights.

SUMMARY:

This extension extends the municipal solid waste services provided by Ankeny Sanitation, Inc. (ASI) for one year.

DISCUSSION POINTS:

Metro Waste Authority has managed the solid waste contract for Bondurant, Norwalk, and Windsor Heights since 2013. Through a competitive bidding process, ASI was selected as the qualified vendor for this service and has performed to contract specifications. This extension is the first of the three optional one-year extensions.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Notice of Exercise of Option to Extend Agreement

CONTACTS:

Leslie Irlbeck, deputy director, 515.323.6501

Metro Waste Authority
Notice of Extension—Agreement for the Collection of Solid Waste

THIS NOTICE OF RENEWAL is made and entered into this ____ day of _____ 2020, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (“MWA”) and Ankeny Sanitation, Inc. (“Contractor.”)

WHEREAS, by agreement dated December 10, 2012, the Contractor and MWA entered into an Agreement for the Collection of Solid Waste (the “Agreement”), as amended, wherein Contractor agreed to collect, transport and dispose at the MWA Landfill or Transfer Station all solid waste material from eligible residences of the Participating Member Communities from July 1, 2013, through June 30, 2020; and

WHEREAS, Section 2 of the Agreement provides that the term for which the Contractor shall provide the Collection Services under this Agreement shall commence on July 1, 2013 (the Commencement Date), and expire on June 30, 2020 (the “Expiration Date”). The Agreement may be extended for up to three (3) one (1) year periods at the sole discretion of MWA; and

WHEREAS, in the event MWA decides to exercise its option to extend the Agreement, it shall give written notice to the Contractor not less than ninety (90) days and not more than one hundred twenty (120) days prior to the expiration of the then current term of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Pursuant to Section 2 of the Agreement, MWA provides notice of its initial election to extend the term of the Agreement for an additional one year period.
2. The renewal period shall be effective from July 1, 2020 through June 30, 2021.
3. All other terms of the Agreement and any amendments shall remain effective and enforceable as written.

METRO WASTE AUTHORITY:

By: _____
EXECUTIVE DIRECTOR

ANKENY SANITATION, INC.:

By _____

Metro Waste Authority Board

Monthly Board Meeting

May 20, 2020

CONSENT AGENDA ITEM 09

ITEM:

Approval of Extension to the Municipal Solid Waste Agreement for Altoona, Pleasant Hill, Runnells, and Mitchellville.

SUMMARY:

This extension extends the municipal solid waste services provided by Waste Management for one year.

DISCUSSION POINTS:

Metro Waste Authority has managed the solid waste contract for Altoona, Pleasant Hill, Runnells, and Mitchellville since 2011. Through a competitive bidding process, Waste Management was selected as the qualified vendor for this service and has performed to contract specifications. This extension is the second of the three optional one-year extensions.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Notice of Exercise of Option to Extend Agreement

CONTACTS:

Leslie Irlbeck, deputy director, 515.323.6501

**Metro Waste Authority
Notice of Extension—Agreement for the Collection of Solid Waste**

THIS NOTICE OF RENEWAL is made and entered into this ____ day of _____ 2020, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (“MWA”) and Waste Management of Iowa, Inc. (“Contractor.”)

WHEREAS, on March 16, 2011, the Contractor and MWA entered into an Agreement for the Collection of Solid Waste (“Agreement”) wherein Contractor agreed to provide solid waste collection services for certain residents within the MWA service area of participating member communities from October 1, 2011, through June 30, 2019; and

WHEREAS, at the time the Agreement was executed, the participating member communities were the cities of Altoona, Pleasant Hill and Runnells—thereafter, in 2012, the Agreement was amended to include the City of Mitchellville as an additional participating member; and

WHEREAS, Section 2 of the Agreement allows for MWA to extend the Agreement on three (3) separate occasions, each for a one-year period; and

WHEREAS, in the event MWA decides to exercise its option to extend the Agreement, it shall give written notice to the Contractor not less than ninety (90) days and not more than one hundred twenty (120) days prior to the expiration of the then current term of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Pursuant to Section 2 of the Agreement, MWA provides notice of its second election to extend the term of the Agreement for an additional one year period.
2. The renewal period shall be effective from July 1, 2020 through June 30, 2021.
3. All other terms of the Agreement and any amendments shall remain effective and enforceable as written.

METRO WASTE AUTHORITY:

By: _____
EXECUTIVE DIRECTOR

WASTE MANAGEMENT OF IOWA, INC.:

By _____

Metro Waste Authority Board
Monthly Board Meeting
May 20, 2020
CONSENT AGENDA ITEM 10

ITEM:

Approval of Extension to the Municipal Solid Waste Agreement for West Des Moines

SUMMARY:

This extension extends the municipal solid waste services provided by Waste Connections in the City of West Des Moines for one year.

DISCUSSION POINTS:

Metro Waste Authority has managed the solid waste contract for the City of West Des Moines since 2010. Through a competitive bidding process, Waste Connections was selected as the qualified vendor for this service and has performed to contract specifications. This extension is the third, and final, of the three optional one-year extensions.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Notice of Exercise of Option to Extend Agreement

CONTACTS:

Leslie Irlbeck, deputy director, 515.323.6501

Metro Waste Authority
Notice of Extension—Agreement for the Collection of Solid Waste

THIS NOTICE OF RENEWAL is made and entered into this ____ day of _____ 2020, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (“MWA”) and Waste Connections of Iowa, Inc. (“Contractor.”)

WHEREAS, on June 16, 2010, the Contractor and MWA entered into an Agreement for the Collection of Solid Waste (“Agreement”) wherein Contractor agreed to provide solid waste collection services for certain residents within the MWA service area of participating member communities from November 29, 2010, through June 30, 2018; and

WHEREAS, Section 2 of the Agreement allows for MWA to extend the Agreement on three (3) separate occasions, each for a one-year period; and

WHEREAS, in the event MWA decides to exercise its option to extend the Agreement, it shall give written notice to the Contractor not less than ninety (90) days and not more than one hundred twenty (120) days prior to the expiration of the then current term of this Agreement; and

WHEREAS, MWA has exercised two (2) of those extension periods.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Pursuant to Section 2 of the Agreement, MWA provides notice of its third election to extend the term of the Agreement for an additional one year period.
2. The renewal period shall be effective from July 1, 2020 through June 30, 2021.
3. All other terms of the Agreement and any amendments shall remain effective and enforceable as written.

METRO WASTE AUTHORITY:

By: _____
EXECUTIVE DIRECTOR

WASTE CONNECTIONS OF IOWA, INC.:

By _____

Metro Waste Authority Board

Monthly Board Meeting

May 20, 2020

CONSENT AGENDA ITEM 11

ITEM:

Extension of the Scrap Tire Collection Agreement with Waste Connections.

SUMMARY:

This extension agreement grants the hauler the right to collect scrap tires from Metro Waste Authority (MWA) facilities and/or from communities that offer an annual scrap tire drop-off for residents. MWA will compensate Waste Connections for the collection of the tires.

DISCUSSION POINTS:

The extension agreement pays Waste Connections a rate per ton for tires collected, plus a container fee and a demurrage fee when applicable. There is no change in pricing, which is most commonly \$140/ton. The cost of a 40-yard container is \$145 per use. The demurrage fee is \$40 per load. Residents bring tires to MPE, MPW and MHWD, and all communities in the service area are eligible to participate in MWA's scrap tire program once per year. The community drop-offs give residents an opportunity to dispose of tires free of charge to minimize dumping. Waste Connections will deliver the tires to Liberty Tire where the tires are processed/recycled. This extension is the second of two eligible one-year extensions.

STAFF RECOMMENDATION:

Staff recommends approval.

BUDGET REQUIREMENTS:

Costs are budgeted within the Recycling budget.

ATTACHMENTS:

Extension Agreement for Scrap Tire Collection.

CONTACT:

Cassie Riley, community relations coordinator, 515.323.6502

**Extension of Metro Waste Authority
Residential & Facility Scrap Tire Programs Agreement**

THIS EXTENSION is made and entered into this ____ day of May 2020 by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (hereinafter referred to as “MWA”) and Waste Connections of Iowa, Inc. (hereinafter referred to as “Contractor.”)

WHEREAS, in February of 2016, the Contractor and MWA entered into a Residential & Facility Scrap Tire Programs Agreement (“Original Agreement”) wherein Contractor agreed to provide certain collection, transportation and processing services to assist MWA with a waste tire recycling program for a period of three (3) years from March 1, 2016, through February 28, 2019; and

WHEREAS, Sections 11 & 20 of the Original Agreement state that MWA may, at its sole discretion, elect to extend the contract for two separate one-year successive terms.

WHEREAS, the MWA Board exercises its right to renew the contract for the second one-year successive term.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Pursuant to Sections 11 & 20 of the Amendment to the Original Agreement, MWA exercises its right to renew the Original Agreement for the first one-year successive term.
2. The renewal period shall last from March 1, 2020 through February 29, 2021
3. All other terms of the Original Agreement and Amendment shall remain effective and enforceable as written.

METRO WASTE AUTHORITY:

By: _____
EXECUTIVE DIRECTOR

WASTE CONNECTIONS OF IOWA, INC:

By: _____

Metro Waste Authority Board

Monthly Board Meeting

May 20, 2020

AGENDA ITEM 12

ITEM:

Approval of Amendment to the Agreement for the Collection of Solid Waste between Metro Waste Authority and Ankeny Sanitation, Inc.

SUMMARY:

This first amendment to the agreement for solid waste collection adds the cities of Clive, Grimes, Johnston, and Polk City to the original contract for service. In addition, the amendment addresses the handling of carts for the four additional cities. Metro Waste Authority (MWA) can select the cart vendor of its choice, and during the optional one-year extension, the agency will purchase the carts and will be reimbursed through the city's monthly payments.

DISCUSSION POINTS:

The original contract with Ankeny Sanitation, Inc. (ASI) provides solid waste collection for Bondurant, Norwalk, and Windsor Heights. MWA has managed the contract since 2013. Through a competitive bidding process, ASI was selected as the qualified vendor for this service and has performed to contract specifications. There are three optional one-year extensions available.

STAFF RECOMMENDATION:

Staff recommends the approval.

BUDGET REQUIREMENTS:

The collection of solid waste is a pass-through expense from the hauler to the cities with no impact to the budget. The purchase of carts for the four additional communities passed at the April 2020 Board Meeting. The only remaining impact to the budget is from the funds that will be collected from the cities monthly to reimburse for MWA's up-front cost associated with the carts.

ATTACHMENTS:

Amendment to the Agreement for the Collection of Solid Waste between MWA and ASI.

CONTACT:

Leslie Irlbeck, deputy director, 515.323.6501

**First Amendment to the Agreement for the Collection of Solid Waste
between Metro Waste Authority and
Ankeny Sanitation, Inc.**

THIS AMENDMENT is made and entered into this ____ day of May 2020, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (hereinafter referred to as "Authority" or "MWA") and Ankeny Sanitation, Inc. (hereinafter referred to as "Contractor.")

WHEREAS, by agreement dated December 10, 2012, the Contractor and MWA entered into an Agreement for the Collection of Solid Waste (the "Agreement"), as amended, wherein Contractor agreed to collect, transport and dispose at the MWA Landfill or Transfer Station all solid waste material from eligible residences of the Participating Member Communities; and

WHEREAS, by virtue of the Notice of Extension dated _____, 2020, MWA elected to extend the Agreement for a period of one (1) year—from July 1, 2020 to June 30, 2021; and

WHEREAS, the Agreement provides that the Participating Member Communities are: Bondurant, Norwalk and Windsor Heights ("Existing Participants"); and

WHEREAS, the parties have agreed to add additional communities to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

- A. Section 2—Term and Commencement of Performance—of the Agreement is eliminated and the following new Section 2 substituted:

The initial term for which the Contractor shall provide the Collection Services under this Agreement shall commence on July 1, 2013 (the Commencement Date), and expire on June 30, 2020 (the "Expiration Date"), and subject to earlier termination in accordance with the provisions of Section 13. The Agreement may be extended for up to three (3) one (1) year periods at the sole discretion of MWA. By virtue of the Notice of Extension dated _____, 2020, MWA elected to extend the Agreement for a period of one (1) year—from July 1, 2020 to June 30, 2021. The Commencement Date for each Participating Member Community is as follows:

- City of Bondurant July 3, 2013
- City of Norwalk October 8, 2013
- City of Windsor Heights July 5, 2013
- City of Clive July 1, 2020
- City of Johnston July 1, 2020
- City of Grimes July 1, 2020
- City of Polk City July 1, 2020

(The cities of Clive, Johnston, Grimes and Polk City shall be the "New Participants.")

In the event MWA exercises its option to extend under this paragraph, it shall give written notice to the Contractor of its election to extend the term of the Agreement for an additional one year term not less than ninety (90) days and not more than one hundred twenty (120) days prior to the expiration of the then current term of this Agreement. No notice of termination shall be required

by MWA if the Agreement is not extended. In the event MWA elects to extend the term of this Agreement as provided for herein, the terms of this Agreement shall remain in full force and effect during the renewal term, unless otherwise amended by the parties.

- B. Section 4.2—Collection Carts—of the Agreement is eliminated and the following new Section 4.2 substituted:

- 4.2.1 *For the Existing Participants*, Carts will be purchased by Contractor but shall become the property of MWA at the end of the initial term. Rolling carts shall be Toter 48-gallon (Model 79248) or 96-gallon (Model 79296) EVR II Universal/Nestable sandstone body (Generation 2 lids in black) with serial numbers hot stamped, standard 10" sunburst wheels, and a minimum of a non-prorated 10-year warranty. No service provider logos will be permitted on the carts. A logo designed and approved by MWA will be hot stamped on two sides of the carts.

Based on records provided by Participating Members, either a 48- or 96-gallon cart will be provided to each eligible customer on or before the Commencement Date. The initial cart purchase by Contractor must include 300 additional carts that specified in Exhibit A, Table of MWA's Request for Proposals and addenda. There may be some residences that may receive more than one cart in the initial cart distribution. Subsequent, cart exchanges or deliveries will be handled as provided in Section 4.3 of this Agreement. For any cart exchange, the Contractor will be responsible for returning the retrieved cart to the inventory in a sanitary condition. As provided in Section 4.3 of this Agreement, under specified circumstances, the Contractor may be entitled to charge MWA a Cart Exchange/Replacement Delivery Fee.

The Contractor shall repair or provide sanitized replacements in accordance with the MWA policy for replacement of carts as specified in Section 4.3. Requests for replacement of existing carts must be handled within 5 business days after the date the request is received. Repairs to existing carts must be handled within 3 business days from the time the request is received. The Contractor shall be responsible for managing and completing warranty work on the carts. Contractor shall be responsible for returning carts exchanged for a Residential Premise to the MWA cart inventory.

- 4.2.2 Residents shall have the option of requesting an additional cart(s) for an additional fee.
- 4.2.3 The Contractor shall follow the MWA Policy and Procedures for Cart Replacements as provided in Section 4.3.
- 4.2.4 *Carts for the New Participants shall be purchased by MWA, and the monthly cart amortization fee set forth in Section 7.3.5 shall not be paid to Contractor for such carts. MWA can elect to purchase whatever make, model or size of cart it chooses for such communities.*

- C. *Section 7.3.5—Monthly Cart Amortization Fee*—of the Agreement is eliminated and the following new Section 7.3.5 substituted:

7.3.5 Monthly Cart Amortization Fee

For the Existing Participants, Contractor's monthly fee to provide the carts based upon the initial contract term from July 1, 2013, to June 30, 2020. MWA owns the carts after the initial contract term. Amortization period is eighty-four (84) months. Cart fee is not subject to the annual adjustment.

With regard to carts for the New Participants, as MWA is purchasing such carts, there shall be no Monthly Cart Amortization Fee paid to Contractor for those carts. For example, Contractor will charge MWA \$7.60 per household per month. MWA will charge the New Participants \$8.34 per household per month, and retain the remaining \$0.74 per household per month to cover the expense of the carts for the New Participants.

- D. All other terms of the Agreement shall remain effective and enforceable as written.

METRO WASTE AUTHORITY:

By: _____
EXECUTIVE DIRECTOR

CONTRACTOR:

ANKENY SANITATION, INC.

By _____

Metro Waste Authority Board

Monthly Board Meeting

May 20, 2020

AGENDA ITEM 13

ITEM:

Approval of Recommendation of Executive Director's FY 19/20 Performance Review and FY 20/21 Salary Adjustment.

SUMMARY:

A performance review for the Executive Director was performed by the Chair of the Metro Waste Authority Board of Directors, Mark Holm, and a committee comprised of David Gisch, Threase Harms, and Vice Chair Ron Pogge. The review considered performance for FY 19/20 and a salary adjustment recommendation for FY 20/21.

DISCUSSION POINTS:

Materials and information that were considered during the evaluation process were:

- Performance evaluation form
- Current Executive Director job description
- Overall performance ratings

Thirteen performance reviews were submitted and reviewed. Overall performance ratings and comments were positive and indicated that Michael exceeded Board expectations for FY 19/20.

STAFF RECOMMENDATION:

After consideration of Michael's outstanding performance for FY 19/20, it is recommended that Michael's salary should be increased by 4.5% for FY 20/21. This is a contractual recommendation based on the fact that the majority of Michael's overall performance ratings for FY 19/20 reflect "exceeds expectations." A 4.5% increase will place his salary at \$197,505.00.

No other adjustments to Michael's contract are recommended.

BUDGET REQUIREMENTS:

This proposal will be funded from the approved FY 20/21 budget.

CONTACT:

Mark Holm, board chair

Metro Waste Authority Board

Monthly Board Meeting

May 20, 2020

AGENDA ITEM 14

ITEM:

Approval of Amendment to Ground Lease and Operation Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property.

SUMMARY:

Metro Waste Authority (MWA) and the Cities of West Des Moines, Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes, Des Moines, and Pleasant Hill have been parties to an agreement for the salt storage facility located on MWA property since August 2014. MWA gave notice of termination only to the City of Des Moines, electing to terminate the agreement on July 24, 2020 and requiring the City of Des Moines to remove the ten thousand ton capacity building from the property.

DISCUSSION POINTS:

The agreement does not allow for MWA to terminate with only the City of Des Moines and not the other cities; however, the City of Des Moines has agreed to withdraw and provide a bill of sale to MWA, rescinding the notice of termination and allowing the City of Des Moines to leave the building on MWA property. Terms of the amended agreement are effective October 1, 2020.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Amendment to the Salt Storage Agreement

CONTACT:

Michael McCoy, executive director, 515.323.6535

Metro Waste Authority
Amendment to Ground Lease and Operation Maintenance Agreement for Metropolitan
Salt Storage Facility on Metro Waste Authority Property

THIS AMENDMENT is made and entered into this ____ day of _____, 2020, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (hereinafter referred to as "Authority" or "MWA") and the Cities of West Des Moines, Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes, Des Moines and Pleasant Hill (hereinafter, the "Cities").

WHEREAS, MWA and the Cities, are parties to the Ground Lease and Operation Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property dated August 7, 2014, by and among MWA, the City and the Cities of West Des Moines, Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes, Des Moines and Pleasant Hill (the "Agreement"); and

WHEREAS, MWA gave a Notice of Termination of Ground Lease and Operation Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property dated July 24, 2019, to Des Moines, indicating MWA was electing to terminate the Agreement on July 24, 2020; and

WHEREAS, the Notice of Termination was only to Des Moines and not the other Cities, further indicating it was requiring Des Moines to remove the Des Moines' ten thousand ton capacity salt storage building from the Leased Premises; and

WHEREAS, Section 3.02 of the Agreement provides that either MWA or the Cities may give a one year notice to terminate the Agreement, which termination shall be effective at the end of the one year notice; and

WHEREAS, the Agreement does not permit MWA to terminate the Agreement only as to Des Moines and not the other Cities; however Des Moines is willing to withdraw and provide a Bill of Sale to the Des Moines Building for the considerations set forth herein; including but not limited to MWA withdrawing and rescinding the Notice of Termination of Ground Lease and Operation Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property dated July 24, 2019 and for Des Moines being allowed to leave the Des Moines Building upon withdraw from the Agreement; and

WHEREAS, MWA and the Cities desire to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Section 1.03, Identification of Exhibits is amended by replacing Exhibit “A” with the attached revised Exhibit “A” effective October 1, 2020.
2. Section 3.02, Termination, is deleted and replaced with the following:

At any time during the Term, either MWA or the Cities may give a one (1) year notice to terminate this Agreement, which termination shall be effective at the end of the one (1) year notice. Any notice given by the Cities shall be given by the West Des Moines Public Works Director and shall include letters from each City requesting termination. Notwithstanding the foregoing, during the Term, if Des Moines elects to withdraw from this Agreement or if one or more of the Shared Building Cities elects to forfeit its or their share of the Shared Building in accordance with Article 14 below, such City or Cities shall give MWA and the other Cities a one (1) year notice to terminate, which notice shall include only the City or Cities desiring to terminate this Agreement, and this Agreement shall continue with respect to the other remaining Cities. The costs and fees of this Agreement shall then be reallocated between the remaining Cities. Notwithstanding, this Section, it is agreed between the parties that Des Moines withdraws from this Agreement effective October 1, 2020, that this Agreement shall continue as to the MWA and other remaining Cities and all costs and fees of this Agreement shall be reallocated between the Shared Cities. MWA hereby withdraws and rescinds the Notice of Termination given to the City of Des Moines dated July 24, 2019.

3. Section 4.02, Maintenance Fee Provisions, Paragraph A, is deleted and replaced with the following:

A. *Maintenance Fee.* Beginning on the Effective Date, each City shall pay a maintenance fee of one (\$1.00) per ton of each City’s capacity storage in the Facility each remaining year of the Agreement (the “Maintenance Fee”). Des Moines’ payment shall be made to the Des Moines Maintenance Fee Account (as defined below) and the Shared Building Cities’ payment shall be made to the Shared Building Cities Maintenance Fee Account (as defined below). Thereafter, the West Des Moines Public Works Director shall invoice each City annually by July 1st of each year of the Term for each City’s respective Maintenance Fee. The Cities shall pay such invoice within thirty (30) days of receipt of said invoice. Des Moines shall pay the prorata portion of the Maintenance Fee due July 1, 2020 for the months of July, August and September of 2020 only and shall owe no further Maintenance Fee or any other fees thereafter.

4. Section 4.02, Maintenance Fee Provisions, Paragraph F, is deleted and replaced with the following:

F. Maintenance Fees Remaining if a City Withdraws from the Agreement. 100% of the Maintenance Fees and Interest in the Des Moines Maintenance Fee Account, as existing on September 30, 2020 shall be returned to Des Moines. If a Shared Building City withdraws from the Agreement pursuant to Article 14 herein, such Shared Building City shall forfeit any Maintenance Fees and interest paid into the Shared Building Cities Maintenance Fee Account.

5. Section 4.02, Maintenance Fee Provisions, Paragraph G is deleted and replaced with the following:

G. Maintenance Fees Remaining After Sale of Building. If the Shared Building Cities elect to sell the Shared Building, the Shared Building Cities shall forfeit 100% of the Maintenance Fees paid by the Shared Building Cities into the Shared Building Cities Maintenance Fee Account, and such funds shall be transferred to the purchaser of the Shared Building.

6. Section 5.09, Condition of Property at Termination of Agreement, is deleted and replaced with the following:

At the termination of this Agreement, the Shared Cities shall return the Leased Premises to its original condition. The Shared Building Cities shall be required to remove the Shared Building from the Leased Premises. The Cities shall not be required to remove any of the permanent infrastructures in place at the time of termination. Des Moines shall leave the Des Moines Building on the Leased Premises at its withdraw from this Agreement effective October 1, 2020 and shall not be required to remove any of the permanent infrastructure in place at the time of termination. For purposes of this Agreement, permanent infrastructure shall mean the paving and storm water improvements.

7. Section 5.10, Insurance of Buildings, is deleted and replaced with the following:

Des Moines shall procure and maintain full replacement insurance coverage on the Des Moines Building, including insurance covering the contents through September 30, 2020. After September 30, 2020, all risk of loss for the Des Moines Building and its contents shall belong to MWA. The Shared Building Cities shall procure and maintain full replacement insurance coverage on the Shared Building, including insurance covering the contents. The cost of insuring the Shared Building shall be allocated between the Shared Building Cities in accordance with the Shared Building Allocated Salt Storage Capacity. The West Des Moines Public Works Director shall secure and bill the Shared Building Cities for the costs of insurance for full replacement value of the Shared Building and content insurance. Certificates of Insurance and/or letters of self-insurance citing such coverages, limits and endorsements shall be provided to MWA and the West Des Moines Public Works Director by Des Moines and the Shared Building Cities on an annual basis.

8. Section 10.01 Ownership of Buildings, is deleted and replaced with the following:

MWA and the Cities agree and acknowledge that (i) the Shared Building is under the ownership and possession of the Shared Building Cities, which ownership is allocated to the Shared Building Cities in accordance with the Shared Building Allocated Salt Storage Capacity; and (ii) the Des Moines Building is under the exclusive ownership and possession of Des Moines. Des Moines shall deliver a Bill of Sale for the Des Moines Building to MWA on October 1, 2020 at which time the Des Moines Building will be under the exclusive ownership and possession of MWA and shall be the sole obligation and responsibility of MWA.

9. Section 10.03, Utilities, paragraph B deleted.

10. Section 11.01, Des Moines Building, is deleted and replaced with the following:

A. Fire or Casualty Occurring Before October 1, 2020.

If before October 1, 2020, the Des Moines Building is damaged by fire or other casualty, covered by the insurance Des Moines obtains pursuant to Section 5.10 herein, Des Moines shall either cause such repairs to be made to the Des Moines Building or remove the Des Moines Building from the Leased Premises with the proceeds of the insurance secured as set forth in Section 5.10 of this Agreement. In the event the damage is not covered by Des Moines' insurance, then in such instance the West Des Moines Public Works Director, upon written direction and concurrence by Des Moines as to whether the Des Moines Building shall be repaired or removed, shall cause such repairs to be made to the Des Moines Building or shall remove the Des Moines Building from the Leased Premises, using the proceeds from the Des Moines Maintenance Fee Account, and the following costs shall be charged to Des Moines, as applicable: (i) the cost of such repairs or replacement of the Des Moines Building, in excess of the Des Moines Maintenance Fee Account, or (ii) the cost of removal of the Des Moines Building from the Leased Premises in excess of the Des Moines Maintenance Fee Account. Des Moines shall have the right to use the Des Moines Maintenance Fee Account for any insurance deductible Des Moines shall have for any such fire or casualty, upon documentation of such deductible by Des Moines. The West Des Moines Public Works Director shall pay Des Moines the deductible amount from the Des Moines Maintenance Fee Account, upon submission of documentation of the deductible amount. Notwithstanding the foregoing, Des Moines acknowledges and agrees that: (i) any repair, replacement or removal of the Des Moines Building in the event of any fire or other casualty shall be commenced within six (6) months of such fire or other casualty, as applicable, and (ii) MWA shall not be responsible for any repair, replacement or removal of the Des Moines Building in the event of any fire or other casualty.

B. Fire or Casualty Occurring After September 30, 2020.

If the Des Moines Building is damaged by fire or other casualty after September 30, 2020, it shall be the sole responsibility and obligation of the MWA to remove or repair the Des Moines Building.

11. Section 14.01, Withdrawal by Des Moines, is deleted and replaced with the following:

Des Moines withdraws from this Agreement effective October 1, 2020 and all costs of this Agreement shall be reallocated between the remaining Cities.

12. Section 16.12, Intent of the Parties, is deleted and replaced with the following:

It is the intent of the parties to this Agreement that the operation of the Facility and the removal of the Buildings will be done without cost to MWA, unless said costs are reimbursed by the Cities as provided in this Agreement. Notwithstanding the foregoing, it is understood that Des Moines shall leave the Des Moines building upon Des Moines withdraw from the Agreement effective on October 1, 2020.

All other terms of the Agreement shall remain effective and enforceable as written.

DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY D/B/A
METRO WASTE AUTHORITY:

By: _____
Chair, MWA Board

Attest:

Secretary, MWA Board

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in and for the Des Moines Metropolitan Wastewater Reclamation Authority, personally appeared Paul Moritz and Michael McCoy, to me personally known, who being duly sworn, did say that they are the Chair and Secretary, respectively of the Des Moines Metropolitan Wastewater Reclamation Authority, a legal entity created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Authority, and that said instrument was signed and sealed on behalf of said Authority by authority and resolution of its Board and said Chair and Secretary acknowledged said instrument to be the free act and deed of said Authority by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF DES MOINES, IOWA

By _____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in and for the City of _____, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of _____, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

By _____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in and for the City of _____, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of _____, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF URBANDALE, IOWA

By_____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in and for the City of _____, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of _____, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF JOHNSTON, IOWA

By _____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in and for the City of _____, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of _____, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CLIVE, IOWA

By_____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in and for the City of _____, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of _____, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WINDSOR HEIGHTS, IOWA

By_____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in
and for the City of _____, personally appeared _____ and ____
_____, to me personally known, who being duly sworn, did say that they
are the Mayor and City Clerk, respectively of the City of_____, Iowa, a
Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to
the foregoing instrument is the seal of said Municipality, and that said instrument was signed and
sealed on behalf of said Municipality by authority and resolution of its City Council and said
Mayor and City Clerk acknowledged said instrument to be the free act and deed of said
Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

By_____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in
and for the City of _____, personally appeared _____ and ____
_____, to me personally known, who being duly sworn, did say that they
are the Mayor and City Clerk, respectively of the City of_____, Iowa, a
Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to
the foregoing instrument is the seal of said Municipality, and that said instrument was signed and
sealed on behalf of said Municipality by authority and resolution of its City Council and said
Mayor and City Clerk acknowledged said instrument to be the free act and deed of said
Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

By _____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in and for the City of _____, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of _____, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF PLEASANT HILL, IOWA

By _____

Attest:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before a Notary Public in and for the City of _____, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of _____, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Metro Waste Authority Board
Monthly Board Meeting
May 20, 2020
AGENDA ITEM 15

ITEM:

Approval of P-60 Building Expansion Proposal at Metro Park East Landfill.

SUMMARY:

Five (5) bids were received for construction and expansion of the Metro Park East building 4 improvements and relocation of electrical panels. Accurate Commercial Construction is the recommended contractor with the lowest most responsive total alternate bid of \$528,464.00.

DISCUSSION POINTS:

Proposals were received from the following five (5) contractors:

Contractor / Total Base Bid Cost / Total Alternate Cost

Accurate Commercial / \$523,464.00 / \$528,464.00

Absolute Solutions / \$522,494.50 / \$529,219.50

K. Johnson Construction / \$574,152.70 / \$581,657.70

Woodruff Construction / \$743,405.00 / \$751,405.00

Edge Commercial / \$1,034,467.50 / \$1,044,967.50

Accurate Commercial Construction's bid was reviewed by HDR. HDR's review is provided in attachment B. Accurate Commercial Construction provided the lowest, most responsive total alternate bid.

The construction/expansion generally includes:

Retrofitting existing building with improvements, addition of three bays and associated site work.

Addition of crushed rock pavement for bays and site (30,000 SF).

Heating of existing three bays.

Insulating existing walls for partitioned bays.

Concrete floor for existing bays (5,000 SF).

Electrical finishing and addition of services.

STAFF RECOMMENDATION:

Staff recommends that the Board accept the proposal from Accurate Commercial Construction for construction/expansion of Project P-60 Cold Storage Building 4 Improvements at the Metro Park East Landfill. Amount of award is \$528,464.00.

BUDGET REQUIREMENTS:

The proposed construction/expansion pricing of \$528,464.00 is over the budgeted amount of \$509,000.00 for construction cost, by \$19,494.00. The funds are available in the Capital Expense fund to accommodate the proposal.

ATTACHMENTS:

Attachment A – Accurate Commercial Construction Bid Proposal

Attachment B – Bid Evaluation Letter with Tabulation

CONTACT:

Judi Mendenhall, Director of Recycling & Diversion, 515.333.4430

SECTION 00 43 50
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Accurate Commercial, LLC
9500 University Ave., Ste 2112
West Des Moines, IA 50266

SURETY (Name, and Address of Principal Place of Business):

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER (Name and Address):

Metro Waste Authority
300 East Locust Street, Suite 100
Des Moines, IA 50309

BID

Bid Due Date: **May 15, 2020**

Description (Project Name— Include Location): **MWA Project P-60 - Cold Storage Building 4 Improvements, Mitchellville, Iowa**

BOND

Bond Number: **Bid Bond**

Date: **May 12, 2020**

Penal sum Five Percent of the Total Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Accurate Commercial, LLC (Seal)
Bidder's Name and Corporate Seal


By:


Signature

Jared Johnson
Print Name

member
Title

Attest:


Signature
Accountant
Title

SURETY

Merchants National Bonding, Inc. (Seal)
Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

Dione R. Young
Print Name

Attorney-in-Fact
Title

Attest:


Signature

Anne Crowner, Witness as to Surety
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venture's, if necessary.



DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dione R Young

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.



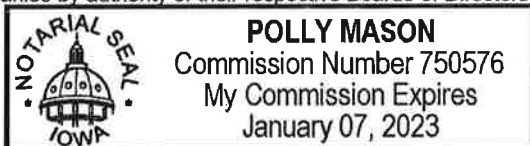
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of May, 2020.



William Warner Jr.

Secretary

Name of Firm Submitting Bid: Accurate Commercial

1 2

SECTION 00 41 00**BID FORM****METRO WASTE AUTHORITY****PROJECT P-60 – COLD STORAGE BUILDING 4 IMPROVEMENTS****ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:

Metro Waste Authority

300 East Locust Street, Suite 100

Des Moines, Iowa 50309

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>#1</u>	<u>May 12, 2020</u>
<u>#2</u>	<u>May 14, 2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous

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00 41 00 Page 1 of 5

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
101	Mobilization, demobilization, and all work not included in Bid Item Nos. 102, 103, and 104.	1	LS		387325.00
102	Cold Storage 4 Building Design, Material Supply, and Installation.	1	LS	1	77.52
103	Project Allowance (10% of Base Bid = Item No.'s 101+102+104).	1	LS		17.587
104	Remove/Replace Unsuitable Soils.	500	CY		11.500
105	Bid Alternate Item No. 1 – Relocate Existing Electrical Panel and Appurtenances.	1	LS	1	\$5000

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total Base Bid Price for Bid Items 101 through 104 (Total of Lump Sum and Unit Price Bids = Total Bid Price)

\$ 523,464.00
(numerals)

FIVE HUNDRED TWENTY THREE THOUSAND
FOUR HUNDRED SIXTY FOUR DOLLARS

Total Alternate Bid Price for Bid Items 101 through 104 and 105
(Total of Lump Sum and Unit Price Bids = Alternate Bid Price)

\$ 528,464.00
(numerals)

FIVE HUNDRED TWENTY EIGHT THOUSAND
FOUR HUNDRED SIXTY FOUR DOLLARS

- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

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00 41 00 Page 3 of 5

ARTICLE 8 – BID SUBMITTALBIDDER: *[Indicate correct name of bidding entity]***Accurate Commercial**

By:

[Signature]*[Printed name]***Jared Johnson***(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

[Signature]*[Printed name]***- Carla Pellatz**

Title:

member

Submittal Date:

05-15-20

Address for giving notices:

9500 University Ave Suite 2112**West Des Moines, Iowa 50266**

Telephone Number:

515 333-5148

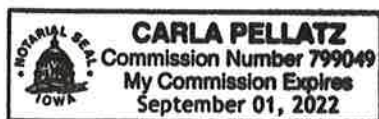
Fax Number:

Contact Name and e-mail address:

John Taylor**jtaylor@accurate-commercial.com**

State Contractor's License

No.:

C121662*(where applicable)***END OF BID FORM**

EJCDC® C-410, Bid Form for Construction Contracts.

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00 41 00 Page 5 of 5

SECTION 00 45 10
QUALIFICATION STATEMENT
FOR
METRO WASTE AUTHORITY
PROJECT P-60 – COLD STORAGE BUILDING 4 IMPROVEMENTS

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE
EXTENT PERMITTED BY LAWS AND REGULATIONS**

Note: Contractors who do not complete the following questionnaire are subject to being deemed "non responsive".

1. SUBMITTED BY:

Official Name of Firm: Accurate Commercial, LLC

Address: 9500 University Avenue, Suite 2112

West Des Moines, IA 50266

2. SUBMITTED TO: Metro Waste Authority

3. SUBMITTED FOR: _____

Owner: Metro Waste Authority

Project Name: _____

TYPE OF WORK:

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00 45 10 Page 1 of 12

4. CONTRACTOR'S CONTACT INFORMATION:

Contact Person: John Taylor

Title: Vice President / Senior Project Manager

Phone: 515-333-5148

Email: jtaylor@accurate-commercial.com

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. CONTRACTOR INFORMATION:

All other names under which Contractor has operated in the past five (5) years.

OnSite, LLC

Federal Employee Identification Number: 46-4122269

7. TYPE OF ORGANIZATION (Check one):

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☒ LIMITED LIABILITY COMPANY

State of Organization: _____

Iowa

Date of Organization: _____

November 12, 2013

Members: _____

Kevin Johnson

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

8. REGISTRATION (Iowa Code Chapter 91C)

Contractor Registration Number:

C121662

Full Names of Registration Holders (as per Iowa Construction Contractor Registration requirements):

Accurate Commercial, LLC

Contractor Registration Expiration Date:
03/17/21

9. LICENSING:

Jurisdiction: _____
 Type of License: _____
 License Number: _____
 Jurisdiction: _____
 Type of License: _____
 License Number: _____

10. CERTIFICATIONS:

CERTIFIED BY:

Disadvantage Business Enterprise: _____
 Minority Business Enterprise: _____
 Woman Owned Enterprise: _____
 Small Business Enterprise: _____
 Other (_____): _____

11. BONDING INFORMATION:

Bonding Company: Merchant's National Bonding Inc
 Address: 6700 Westown Pkwy
West Des Moines, IA 50266
 Bonding Agent: Holmes Murphy
 Address: 2727 Grand Prairie Parkway
Waukee, IA 50263
 Contact Name: Tim McCulloh
 Phone: 515-223-6988

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00 45 10 Page 5 of 12

Aggregate Bonding Capacity: 5,000,000

Available Bonding Capacity as of date of this submittal: 4,000,000

12. FINANCIAL INFORMATION:

Financial Institution: Two Rivers Bank & Trust

Address: 4320 Westown Parkway

West Des Moines, IA 50265

Account Manager: Officer: Bill Sullivan

Phone: 515.223.3500

Indicate approximate total bonding capacity of Contractor:

<u> </u>	\$500,000 - \$2,000,000
<u> X </u>	\$2,000,000 - \$5,000,000
<u> </u>	\$5,000,000 - \$10,000,000

***INCLUDE AS AN ATTACHMENT AN AUDITED
BALANCE SHEET FOR EACH OF THE LAST 3 YEARS**

13. SUSPENSION, REVOCATION, DEBARMENT:

- a. Has Contractor's Registration ever been suspended or revoked in any jurisdiction?

☐ Yes ☒ No

If Yes, provide information regarding suspension/revocation and attach all relevant documents.

- b. Within the past five (5) years, has Contractor been debarred by any federal, state or local governmental entity from bidding on projects?

☐ Yes ☒ No

If Yes, provide information regarding debarment and attach all relevant documents.

14. CONSTRUCTION EXPERIENCE:

- a. On Schedule A or an equivalent attachment, provide details of projects currently under construction by Contractor. (If joint venture, list participant's projects separately.)
- b. On Schedule B or an equivalent attachment, identify the individuals Contractor intends to be Officer in Charge, Project Manager, Project Superintendent, and any other key personnel on this Project. Include a resume and/or recent work history for each identified individual.
- c. On Schedule C or an equivalent attachment, for work Contractor intends to self-perform on the Project, specify the level of training and experience each of Contractor's employees have had. Further indicate whether any such training has been in a United States Department of Labor ("DOL") certified apprentice program. In the event Contractor intends to utilize apprentice workers on the Project, Contractor must be able to provide, upon Owner's request, documentation that each apprentice worker utilized on the Project is properly registered as participating in a DOL certified apprentice program.
- d. On Schedule D or an equivalent attachment, list Contractor's last five (5) completed projects and for each, the scheduled completion date and final completion date, noting any owner-approved extensions.
- e. Has Contractor ever defaulted on a contract, or been disqualified, removed or otherwise prevented from bidding on, or completing any project? ☐ Yes ☒ No
If yes, provide the year of the incident, name and address, phone number of the owner of the project, the project name and location on an attachment.
- f. Has Contractor ever failed to complete any work awarded to it? ☐ Yes ☒ No
If yes, provide the year of the incident, name and address, phone number of the owner of the project, the project name and location on an attachment.
- g. Has any corporate officer, partner, joint venture participant or proprietor of Contractor ever failed to complete a construction contract awarded to him or her in his or her own name or when acting as a principal of another organization? ☐ Yes ☒ No
If yes, provide the year of the incident, name and address, phone number of the owner of the project, the project name and location on an attachment.
- h. In the last five (5) years, has Contractor ever failed to substantially complete a project in a timely manner? ☐ Yes ☒ No
If yes, provide the year of the incident, name and address, phone number of the owner of the project, the project name and location on an attachment.

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- i. Does Contractor have projects not listed on Schedule A which commenced within the past four (4) years and have not reached final completion? ☐ Yes ☒ No
If yes, provide the year of the incident, name and address, phone number of the owner of the project, the project name and location.
- j. Has Contractor ever been unable to obtain a bond or been denied a bond? ☐ Yes ☒ No
If yes, provide all relevant details on an attachment.
- k. On Schedule E, provide names of all surety/bonding companies Contractor has utilized in the past five (5) years. Include agent's name, address and phone number.
- l. Has Contractor ever declared bankruptcy or been in receivership? ☐ Yes ☒ No
If yes, provide all relevant details on an attachment.
- m. Is Contractor currently being investigated for or previously been found to have violated in the last five (5) years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a "willful" violation of the Iowa or Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Insurance Security Act, The Fair Labor Standards Act: ☐ Yes ☒ No
If yes, provide all relevant details on an attachment.
- n. Are there any judgments, arbitration proceedings or suits pending or outstanding against Contractor or its officers? ☐ Yes ☒ No
If yes, provide all relevant details on an attachment.
- o. Has Contractor filed any lawsuit or demanded arbitration with regard to any construction contract within the past five (5) years? ☐ Yes ☒ No
If yes, provide all relevant details on an attachment.
- p. Has Contractor been found by a court or agency of competent jurisdiction to be delinquent in meeting its obligations under local, state or federal tax laws within the last five (5) years? For purposes of this Question, "delinquent" shall include, but is not limited to, failure to file, failure to pay, or imposition of tax liens. ☐ Yes ☒ No

If yes, provide all relevant details on an attachment.

- q. Contractor affirms that it will retain only subcontractors who can fully comply with the bid specifications.
☒ Yes ☐ No
- r. Contractor affirms that is will be responsible for ensuring that each subcontractor meets quality assurance specifications as presented in the bid specifications. ☒ Yes ☐ No
- s. Contractor agrees to submit to Owner a list of all intended subcontractors at the time of bid. In the event Contractor wants to replace any originally-designated subcontractor, such may occur only with the approval of Owner. Such approval will not be unreasonably withheld. ☒ Yes ☐ No
- t. Contractor attests that it will comply with each of the following:

Iowa Minimum Wage Law: ☒ Yes ☐ No

Maintain workers' compensation insurance or be qualified as a self-insurer and provide proof of insurance or ability to self-insure upon request: ☒ Yes ☐ No

Properly license all Contractor employees with the appropriate licensing authority: ☒ Yes ☐ No
- u. Contractor will make available to Owner or its representative, upon request, documentation necessary to satisfy Owner, in its sole discretion, that Contractor's workers utilized on this Project are actual employees, with unemployment and worker's compensation coverage, and are not "leased employees" or independent contractors.
☒ Yes ☐ No
- v. Contractor will provide with this Statement of Bidder's Qualifications, the name, address, phone number and name of a contact person for three (3) entities that will provide references for Contractor. ☒ Yes ☐ No

15. SAFETY PROGRAM:

- a. Contractor will only utilize on-site employees who have completed the Occupational Safety and Health Act (OSHA) 10 Hour Construction Industry Training Program.
☒ Yes ☐ No

- b. State the general type(s) of work performed by Contractor with its own work force.

Carpentry

- c. Describe Contractor's permanent safety program, and provide name(s) of individual(s) responsible for safety procedures on this Project.

Accurate Commercial has a written Safety Program that follows OSHA Guidelines

Cody Firkins, James Muck, John Taylor, Jim Woods and Todd Heuermann

- d. Name of Contractor's Safety Officer: Cody Firkins

- e. Provide the following as attachments for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. OSHA No. 500-Log and Summary of Occupational Injuries & Illnesses for the past five (5) years.

☒ See Attachment(s) ☐ None

- ii. List of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last five (5) years (indicate disposition as applicable).

☐ See Attachment(s) ☒ None

- iii. List of all safety citations or violations under any state all received within the last five (5) years (indicate disposition as applicable)

☐ See Attachment(s) ☒ None

Accurate Commercial

Company Training Report

Page 63 of 96

Generated On: 5/12/2020

Employee: Cody Firkins
Job Title: Project Superintendent

Firkins, Cody

Course	Date
Educating the Executive Team	03/01/2017
OSHA 30 Hour	06/05/2015
OSHA 30 Hour	06/02/2015
OSHA 10 Hour	05/14/2015
IV - Mold	02/21/2012
II - Silica	02/21/2012
III - Lead	02/21/2012
I -Asbestos	02/21/2012
Lead Safe Renovator	08/12/2011
PT - Maximize Field Productivity	02/09/2011
V - Safety Leadership	02/08/2011
IV - Pre-Planning for Safety	02/08/2011
III - Prevention Strains Sprains	02/08/2011
II - Fall Protection Requirements	02/08/2011
I - Best Safety Practices	02/08/2011
Construction Essentials - Blueprints	11/17/2010
OSHA 10 Hour	02/12/2010
V - Powder Actuated Tool	02/03/2009
IV - Basic Rigging	02/03/2009
III - Best Safety Practices	02/03/2009
II - Laser Operator	02/03/2009
I - Team Approach	02/03/2009
CPR & First Aid	02/08/2008
OSHA 10 Hour	10/26/2006



Accurate Commercial

Company Training Report

Page 64 of 96
Generated On: 5/12/2020

Employee: John Taylor
Job Title: Senior Project Manager

Taylor, John

Course	Date
Bluebeam Revu Document Control 2018	02/05/2019
Bluebeam Studio 2018	12/11/2018
Bluebeam Revu Demonstration - 2018	09/05/2018
Influence - The Art and Science of Getting Others To Act	02/27/2018
Bluebeam Revu Measurements & Takeoffs - Essentials	12/12/2017
Bluebeam Revu Demonstration - 2017	10/10/2017
Bluebeam Revu - Basics and Studio	10/11/2016
Member Appreciation Lunch	10/06/2015
Winning Strategies in Business Development	02/24/2015
PT Construction Field & Project Mgmt Systems That Work	02/18/2014
Construction Essentials - LEED	04/20/2011
Construction Essentials - Safety Pre-Planning	03/09/2011
PT - 7 Ways Get Through Tough	02/08/2011
Lead Safe Renovator	08/19/2010
The Power of Negotiation	02/03/2009
Controlling Temporary Heat	02/03/2009
Planning Estimating Green	02/03/2009
Core Elements of Safety	01/08/2009
Construction Essentials - Bid Technology	11/20/2008
LEED - Design Process	02/08/2008
PT - Primer for LEED	02/07/2008
MB EYE on the Future	08/01/2007
Design Build	02/09/2007
OSHA 10 Hour	04/20/2006
How To Re-invent a Company	02/09/2005
Win At Workforce Roulette	02/11/2004
4-Project Management Systems	02/13/2003
#8 Steel Erection Standards	01/30/2002



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Company Training Report

Page 65 of 96
Generated On: 5/12/2020

Employee: James Muck
Job Title: Project Superintendent

Muck, James

Course	Date
Supervisor / Management Drugs of Abuse and Recognition	02/28/2018
Rigging Awareness: How To Inspect and When To Discard	02/28/2018
Creating An Environment Where Positive Behaviors Rule	02/28/2018
Crane Inspections: When and What To Inspect	03/01/2017
Top 5 Safety Practices	03/01/2017
Powder Actuated Tools	03/01/2017
Iowa OSHA Update	03/01/2017
OSHA 10 Hour	05/14/2015



Accurate Commercial

Company Training Report

Page 66 of 96

Generated On: 5/12/2020

Employee: Todd Heuermann
Job Title: Project Manager

Heuermann, Todd

Course	Date
Taking Safety From the Office To the Job Site	02/28/2018
The Art of Developing a Safe Job Site Plan	02/28/2018
Not Just a Bolt-On: Integrating Sfty/Operational Excellence	02/28/2018
Creating An Environment Where Positive Behaviors Rule	02/28/2018
Emerging "IT" Trends in Construction and Managing "IT"	02/27/2018
Work and Life - A Balancing Act	02/27/2018
Fall Protection: We All Bounce the Same	03/01/2017
Contractor Best Safety Practices	03/01/2017
HazCom and the OSHA Inspection Process	03/01/2017
CPR First Aid AED Certification	02/28/2017
PT Pushing the Building Envelope	02/18/2014
PT Emerging Trends in Construction	02/18/2014
Improving Construction Productivity & Adding Project Value	02/19/2013
Lead Safe Renovator - Refresher	02/15/2013
III - Lead	02/21/2012
I -Asbestos	02/21/2012
IV - Mold	02/21/2012
II - Silica	02/21/2012
PT - Maximize Field Productivity	02/09/2011
IV - New Crane Standard 1	02/08/2011
III - Prevention Strains Sprains	02/08/2011
II - Iowa OSHA Report	02/08/2011
I - Best Safety Practices	02/08/2011
V - New Crane Standard 2	02/08/2011
Lead Safe Renovator	08/19/2010
OSHA 10 Hour	02/12/2010
III - Scaffold Inspection	02/03/2009
II - Fall Protection Equipment	02/03/2009
I - Team Approach	02/03/2009
V - Hazardous Materials	02/03/2009
IV - Trenching Excavation	02/03/2009
Core Elements of Safety	01/08/2009
OSHA Summit	12/17/2008
Fall Protection	12/04/2008
Construction Essentials - Safety	09/26/2008
Construction Essentials - Strategic Planning	07/25/2008
PT - Legal Issues for Project Managers	02/08/2008
PT - Project Pre-Planning	02/07/2008



24 CM Safety Plan
28-Fire Dept Response
20-Compaction Soils
10-Fall Protection

Page 67 of 86
02/13/2004
02/14/2003
02/14/2003
02/14/2003



Accurate Commercial

Company Training Report

Page 68 of 96

Generated On: 5/12/2020

Employee: James Woods
Job Title: VP of Construction Operations

Woods, James

Course	Date
Microsoft 365 - Outlook & Teams/Construction Professionals	02/18/2020
IV- Pre-Planning for Safe Sites	02/25/2015
III - Comprehensive Fall Protection - Part 1	02/25/2015
II-Building A Safety Culture	02/25/2015
I Contractors Best Safety Practices	02/25/2015
IV - Mold	02/21/2012
V - Safety Leadership	02/08/2011
IV - Preventing Jobsite Injuries	02/08/2011
III - Safety Leadership	02/08/2011
II - Fall Protection Requirements	02/08/2011
I - Best Safety Practices	02/08/2011
Construction Essentials - Blueprints	11/17/2010
Lead Safe Renovator	08/19/2010
OSHA 10 Hour	02/12/2010
III - Electrical Safety	02/03/2009
II - Fall Protection Equipment	02/03/2009
I - Team Approach	02/03/2009
V - Hazardous Materials	02/03/2009
IV - Safe Site Utilities	02/03/2009
LEED - Design Process	02/08/2008
PT - Project Pre-Planning	02/07/2008
Fall Protection	04/12/2007
I - Safety Leadership	02/08/2007
V - Soil Mechanics	02/08/2007
OSHA 10 Hour	04/20/2006
Personal Productivity Workshop - 1st Person	02/09/2005



- f. Provide the following for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. Workers' compensation Experience Modification Rate ("EMR") for the last five (5) years:

YEAR <u>2015</u>	EMR <u>0.88</u>
YEAR <u>2016</u>	EMR <u>0.88</u>
YEAR <u>2017</u>	EMR <u>0.73</u>
YEAR <u>2018</u>	EMR <u>0.74</u>
YEAR <u>2019</u>	EMR <u>0.74</u>

- ii. Total Recordable Frequency Rate ("TRFR") for the last five (5) years:

YEAR <u>2015</u>	TRFR <u>0</u>
YEAR <u>2016</u>	TRFR <u>0</u>
YEAR <u>2017</u>	TRFR <u>0</u>
YEAR <u>2018</u>	TRFR <u>6.40</u>
YEAR <u>2019</u>	TRFR <u>0</u>

- iii. Total number of man-hours worked for the last five (5) Years:

YEAR <u>2015</u>	TOTAL NUMBER OF MAN-HOURS <u>23,444</u>
YEAR <u>2016</u>	TOTAL NUMBER OF MAN-HOURS <u>29,280</u>
YEAR <u>2017</u>	TOTAL NUMBER OF MAN-HOURS <u>33,184</u>
YEAR <u>2018</u>	TOTAL NUMBER OF MAN-HOURS <u>31,232</u>
YEAR <u>2019</u>	TOTAL NUMBER OF MAN-HOURS <u>29,280</u>

- iv. Days Away From Work, Days of Restricted Work Activity or Job Transfer ("DART") incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last five (5) years:

YEAR <u>2015</u>	DART <u> </u>
YEAR <u>2016</u>	DART <u> </u>
YEAR <u>2017</u>	DART <u> </u>
YEAR <u>2018</u>	DART <u> 1 </u>
YEAR <u>2019</u>	DART <u> </u>

I hereby certify that: (1) all the information submitted in this Qualifications Statement, including any attachments, is true to the best of my knowledge and belief; (2) I am authorized to sign this Qualifications Statement on behalf of the Contractor whose name appears in Question 1 above; and (3) if any of the information I have provided herein becomes inaccurate, prior to execution of any Project contract, I will immediately provide Owner with updated accurate information in writing.

NAME OF ORGANIZATION: Accurate Commercial, LLC

BY: 

TITLE: member

DATED: 5-15-20

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 15th DAY OF May, 2020

NOTARY PUBLIC - STATE OF Idaho

MY COMMISSION EXPIRES: 9/1/22



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience)
2. Schedule B (Contractor Key Personnel)
3. Schedule C (Contractor Employees – Level of Training and Experience)
4. Schedule D (Contractor's Last Five (5) Completed Projects)
5. Schedule E (Surety/Bonding Companies Contractor Utilized in Past Five (5) Years)
6. Audited balance sheet for each of the last 3 years for Contractor.
7. Evidence of authority for individuals in Section 7 to bind organization to an agreement.
8. Resumes of officers and key individuals of Contractor.
9. Additional items as pertinent.

END OF SECTION

SCHEDULE A
CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Primary Health Care	Name: Lisa LaFollette Address: 7555 Hickman road Telephone: (515) 770-6654	Name: Marty Barkley Company: OnSite Solutions Telephone: 515-333-5160	2/7/20	Site Improv. & Health Care Facility	75%	\$1,300,000
Dymin Systems	Name: Scott Breitman Address: 4601 NW Urbandale Dr. Telephone: 515-276-7447	Name: Marty Barkley Company: OnSite Solutions Telephone: 515-333-5160	1/9/20	Computer Systems Tenant Improv.	Final	\$419,000
Fernando's & Hummus	Name: Kahled Abdalla Address: 2650 University Ave. Telephone: (641) 344-9430	Name: Marty Barkley Company: Accurate Commercial Telephone: 515-333-5160	5/1/20	Restaruant	Start	\$310,000
Select Medical Bondurant	Name: Brett Raasch Address: 87 Paine Street Telephone: (515) 323-6485	Name: Stephanie Britten Company: R. Tanay Architects Telephone: 610-992-7137	1/29/20	Physical Therapy Tenant Improv.	75%	\$230,000
Jasper & Dallas County Scales	Name: Jody McNaughton Address: Mile Marker 51 Telephone: (515) 239-1298	Name: V. Tolander Company: Iowa DOT Telephone: (515) 239-1298	4/15/20	Remodel of County Truck Scales Bldg.	25%	\$324,000
Drake Townhomes	Name: Steve Nguyen Address: 1218 34th Street Telephone: 515-865-6627	Name: Mark Hadaway Company: Accurate Commercial Telephone: 515-333-5160	9/6/19	Site & 8-Plex Townhomes	P & Z	\$950,000

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SCHEDULE B
CONTRACTOR KEY PERSONNEL

Title	Name
Officer in Charge	James Woods
Project Manager	Todd Heuermann
Project Superintendent	James Muck
Project Superintendent	Cody Firkins

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SCHEDULE C
CONTRACTOR EMPLOYEES – LEVEL OF TRAINING AND EXPERIENCE

Employee Name	Level of Training	Experience
Todd Heuermann	See Attached	35 years of Construction Experience
James Muck	See Attached	32 years of Construction Experience
Cody Firkins	See Attached	16 years of Construction Experience
John Taylor	See Attached	38 years of Construction Experience
James Woods	See Attached	37 years of Construction Experience

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SCHEDULE D
CONTRACTOR'S LAST FIVE (5) COMPLETED PROJECTS

Project Name	Owner's Contact Person	Project Location and Description	Scheduled Completion Date	Final Completion Date	Owner-Approved Extension?
Warner Stellians'	Name: Robert Warner Address: St. Paul, Minn Telephone: 515-278-7030	West Des Moines, Iowa. Appliance Store 1 Story Slab on Grade Retail/Warehouse 15,280 sf	8/30/19	10/3/19	Yes
Giordano's Pizza	Name: Andy Baker Address: Chicago, ILL Telephone: 312-286-0440	West Des Moines, Iowa Restaurant 1 Story Slab on Grade 5,507 sf	6/12/19	7/14/19	Yes
Two Rivers Bank	Name: Bill Purtain Address: 3025 Ingersoll Ave., Des Moines, Iowa Telephone: (319) 753-9182	Des Moines, Iowa. Bank 3 story, Structural Steel 11,569 sf	7/26/18	9/24/18	Yes
Assembled Products	Name: Matt Ulrich Address: 4651 121st Street, Urbandale, Iowa Telephone: 515-278-7030	Urbandale, Iowa. Manufacturing/Warehouse Structural Steel/Precast 80,000 sf	5/10/19	6/1/19	Yes
Aspire Townhomes	Name: Kevin Johnson Address: WDM, Iowa Telephone: 515-327-0800	West Des Moines, Iowa Site & 222 Townhomes 2 & 3 Story Slab on Grade 179,000 sf	5/28/18	4/9/18	
US Military Recruitment Center	Name: Brian Wilde Address: 140 Jordan Creek Pkwy, WDM, Iowa Telephone: (402) 995-2844	West Des Moines, Iowa Retail Space Story Slab on Grade 4,368 sf	2/26/20	2/26/20	

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00 45 Page 7 of 10

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SCHEDULE E
SURETY/BONDING COMPANIES CONTRACTOR UTILIZED IN PAST 5 YEARS

Name of Surety/Bonding Company	Agent's Name, Address, Phone Number
Merchant's National Bonding Inc	Holmes Murphy, Tim McCulloh 2727 Grand Prairie Parkway Waukeg, IA 50263 515-223-6988
Pate Bonding	Miller, Fidler and Hinke Insurance Agency 2540 SE Encompass Dr. Waukeg, IA 50263 515-223-6757

ACCURATE COMMERCIAL

MEET OUR TEAM

JIM "WOODY" WOODS • VICE PRESIDENT • Director of Operations
515-333-5160 Ext. 147 • JWoods@Accurate-Commercial.com

Woody brings over 35 years of experience in construction and project / field operation management. Woody is responsible for the management of project and field operations including planning, scheduling and monitoring of construction activities. He provides leadership and management support to the project superintendents to ensure a successful, safe, cost-effective and timely project completion. Woody is also the liaison for all construction related matters which include coordination and communication between the customer, subcontractors, office personnel and project superintendents, as well as reviewing the plans, specifications and budgets to ensure construction efficiency. Woody's work ethic and personal commitment to his customers ensures they will receive the attention and assistance they deserve.

MARTY BARKLEY • VICE PRESIDENT • Director of Design
515-333-5160 Ext. 136 • MBarkley@Accurate-Commercial.com

Marty is a highly-skilled architectural designer and project manager with over 35 years of experience. He is very familiar with the plan/design/build approach to project delivery. At Accurate Commercial, Marty's primary role is to oversee all aspects of every project from the initial design, to ensuring the project gets finished on time and within budget. He has found that putting together the right team is paramount to the success of a project, and the plan/design/build method can drastically reduce the project schedule. No matter how small or large the assignment, Marty is committed to making sure every project gets the attention it deserves.

JOHN TAYLOR • VICE PRESIDENT • Senior Project Manager
515-333-5160 Ext. 148 • JTaylor@Accurate-Commercial.com

John brings over 35 years of construction management experience to Accurate Commercial, having previously served as a field engineer, superintendent, and project manager throughout central Iowa. Through his various roles in the construction process, John understands the needs and demands of all parties involved. This insight and experience gives him a greater ability to deliver projects on time and on budget.

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OUR PROJECTS

MEDICAL

Iowa Health
 Primary Healthcare
 Unity Point
 Radiant Complexions
 Select Physical Therapy
 Watertown Chiropractic
 Ankeny Dental Clinic
 Elite Eye Care

RETAIL + RESTAURANTS

Bridgewood Square
 Hawthorne Plaza
 Urban Town Center
 5900 Douglas Avenue
 Wasabi
 Jimmy's Egg
 Dollar Tree
 Barn Town Brewing
 Club Pilates
 Profile by Sanford
 Tropical Smoothie Cafe
 Texas Roadhouse
 Palmer's Deli & Market
 CycleBar
 Giordano's Pizza
 Jimmy John's
 Potbelly Sandwich Shop

WAREHOUSE + FLEX

Meredith Pointe
 Interstate Business Park
 Gustave A. Larson
 Incotec
 Assembled Products, Inc.
 Henry Schein
 Denso Manufacturing
 Marco

OFFICE

Compressor Controls
 Two Rivers Bank
 American Trust Bank
 QCI
 Civil Engineering Consultants
 Affinity Credit Union

MULTI-FAMILY

Aspire Townhomes
 Maplewood Townhomes

**WRITTEN CONSENT ACTION
OF THE SOLE MANAGER AND MEMBER OF
ACCURATE COMMERCIAL, LLC**

WHEREAS, Chapter 489 of the Iowa Code authorizes the taking of action by the members and managers of a limited liability company without a meeting if a consent in writing setting forth the action so taken shall be signed by each of the members and managers; and

WHEREAS, Kevin Johnson is the sole member and manager (the "**Sole Member**") of Accurate Commercial, LLC, an Iowa limited liability company (the "**Company**"), and the Sole Member desires that the actions expressed in the resolutions hereinafter set forth be taken.

NOW, THEREFORE, the undersigned, constituting the sole member and manager of the Company, hereby consents to the taking of such action set forth in the following resolutions and hereby adopts the same, all as of the date hereof:

BE IT RESOLVED, that the Sole Member does hereby agree to change the number of Managers of the Company to two (2);

RESOLVED FURTHER, that the Sole Member does hereby elect and appoint Kevin Johnson and Jared Johnson to serve as the Managers of the Company, effective as of the date of this Consent;

RESOLVED FURTHER, that the Sole Member and the managers do hereby approve those certain bid proposals titled "Metro Waste Authority Cold Storage Building 4 Improvements" and "Metro Waste Authority Cold Storage Building 1 Retrofit" in the form as reviewed by the managers, and hereby authorize Jared Johnson, in his capacity as Manager of the Company, to execute and deliver such bid proposals on behalf of the Company, and further authorize Jared Johnson to do or cause to be done all such acts or things and to execute, deliver and perform, or cause to be executed, delivered and performed, all such agreements, instruments, certificates and documents relating to such proposals as he deems necessary or convenient in connection therewith;

RESOLVED FURTHER, that all prior acts by the Sole Member and the manager of the Company to carry out the terms of these resolutions are hereby approved and ratified; and

RESOLVED FURTHER, that this consent may be executed in one or more counterparts, each of which shall be an original, and that any such counterpart, to the extent delivered via electronic format, shall be treated in all manner and respects as an original executed counterpart.

The Members and Managers are executing this consent to be effective as of May 14, 2020.

MEMBER:


Kevin Johnson

MANAGERS:


Kevin Johnson


Jared Johnson

- f. Provide the following for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. Workers' compensation Experience Modification Rate ("EMR") for the last five (5) years:

YEAR <u>2015</u>	EMR <u>1.40</u>
YEAR <u>2016</u>	EMR <u>1.14</u>
YEAR <u>2017</u>	EMR <u>1.23</u>
YEAR <u>2018</u>	EMR <u>0.95</u>
YEAR <u>2019</u>	EMR <u>0.95</u>

- ii. Total Recordable Frequency Rate ("TRFR") for the last five (5) years:

YEAR <u>2015</u>	TRFR <u>0</u>
YEAR <u>2016</u>	TRFR <u>8.13</u>
YEAR <u>2017</u>	TRFR <u>4.72</u>
YEAR <u>2018</u>	TRFR <u>6.26</u>
YEAR <u>2019</u>	TRFR <u>0</u>

- iii. Total number of man-hours worked for the last five (5) Years:

YEAR <u>2015</u>	TOTAL NUMBER OF MAN-HOURS <u>43,727</u>
YEAR <u>2016</u>	TOTAL NUMBER OF MAN-HOURS <u>49,217</u>
YEAR <u>2017</u>	TOTAL NUMBER OF MAN-HOURS <u>42,360</u>
YEAR <u>2018</u>	TOTAL NUMBER OF MAN-HOURS <u>31,937</u>
YEAR <u>2019</u>	TOTAL NUMBER OF MAN-HOURS <u>28,040</u>

- iv. Days Away From Work, Days of Restricted Work Activity or Job Transfer ("DART") incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last five (5) years:

YEAR <u>2015</u>	DART <u>0</u>
YEAR <u>2016</u>	DART <u>15</u>
YEAR <u>2017</u>	DART <u>15</u>
YEAR <u>2018</u>	DART <u>39</u>
YEAR <u>2019</u>	DART <u>0</u>

Accurate Commercial

Company Training Report

Page 83 of 96

Generated On: 5/13/2020

Employee: Tyler Lemke

Lemke, Tyler

Course	Date
III - Iowa OSHA Update	02/25/2015
II-Rigging, Is It Your Weakest Link? - Part 2	02/25/2015
I - Rigging, Is It Your Weakest Link? (Part 1)	02/25/2015
IV- Crane Safety...You Can't Afford To Wait!	02/25/2015



Accurate Commercial

Company Training Report

Page 84 of 96

Generated On: 5/13/2020

Employee: Eric Dykstra

Dykstra, Eric

Course	Date
III - Iowa OSHA Update	02/25/2015
II-Rigging, Is It Your Weakest Link? - Part 2	02/25/2015
I - Rigging, Is It Your Weakest Link? (Part 1)	02/25/2015
IV- Crane Safety...You Can't Afford To Wait!	02/25/2015



Accurate Commercial

Company Training Report

Page 85 of 96

Generated On: 5/13/2020

Employee: Russ Parkey

Parkey, Russ

Course	Date
III - Iowa OSHA Update	02/25/2015
II-Rigging, Is It Your Weakest Link? - Part 2	02/25/2015
I - Rigging, Is It Your Weakest Link? (Part 1)	02/25/2015
IV- Crane Safety...You Can't Afford To Wait!	02/25/2015



Accurate Commercial

Company Training Report

Page 86 of 96

Generated On: 5/13/2020

Employee: Jeff Dykstra

Dykstra, Jeff

Course	Date
I - Rigging, Is It Your Weakest Link? (Part 1)	02/25/2015
IV- Crane Safety...You Can't Afford To Wait!	02/25/2015
III - Iowa OSHA Update	02/25/2015
II-Rigging, Is It Your Weakest Link? - Part 2	02/25/2015



CR41562

1 f. Provide the following for (x) Contractor and (y) Contractor's proposed
2 subcontractors and suppliers furnishing or performing Work having a value
3 in excess of 10 percent of the total amount of the Bid:
4

5 i. Workers' compensation Experience Modification Rate ("EMR") for the
6 last five (5) years:

YEAR <u>2019</u>	EMR <u>1.02</u>
YEAR <u>2018</u>	EMR <u>1.02</u>
YEAR <u>2017</u>	EMR <u>1.03</u>
YEAR <u>2016</u>	EMR <u>1.05</u>
YEAR _____	EMR _____

7 ii. Total Recordable Frequency Rate ("TRFR") for the last five (5)
8 years:

YEAR <u>2019</u>	TRFR <u>0</u>
YEAR <u>2018</u>	TRFR <u>0</u>
YEAR <u>2017</u>	TRFR <u>0</u>
YEAR <u>2016</u>	TRFR <u>0</u>
YEAR _____	TRFR _____

9 iii. Total number of man-hours worked for the last five (5) Years:

YEAR <u>2019</u>	TOTAL NUMBER OF MAN-HOURS <u>21,835</u>
YEAR <u>2018</u>	TOTAL NUMBER OF MAN-HOURS <u>12,760</u>
YEAR <u>2017</u>	TOTAL NUMBER OF MAN-HOURS <u>11,774</u>
YEAR <u>2016</u>	TOTAL NUMBER OF MAN-HOURS <u>13,223</u>
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____

10

11 iv. Days Away From Work, Days of Restricted Work Activity or Job
12 Transfer ("DART") incidence rate for the particular industry or type of
13 Work to be performed by Contractor and each of Contractor's proposed
14 Subcontractors and Suppliers) for the last five (5) years:

YEAR <u>2019</u>	DART <u>0</u>
YEAR <u>2018</u>	DART <u>1</u>
YEAR <u>2017</u>	DART <u>0</u>
YEAR <u>2016</u>	DART <u>0</u>
YEAR _____	DART _____

15

WAYNE
FACTORY

- f. Provide the following for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. Workers' compensation Experience Modification Rate ("EMR") for the last five (5) years:

YEAR <u>2016</u>	EMR <u>.94</u>
YEAR <u>2019</u>	EMR <u>1.12</u>
YEAR <u>2018</u>	EMR <u>1.12</u>
YEAR <u>2017</u>	EMR <u>1.19</u>
YEAR <u>2016</u>	EMR <u>1.09</u>

- ii. Total Recordable Frequency Rate ("TRFR") for the last five (5) years:

YEAR <u>2019</u>	TRFR <u>4</u>
YEAR <u>2018</u>	TRFR <u>6.6</u>
YEAR <u>2017</u>	TRFR <u>6.4</u>
YEAR <u>2016</u>	TRFR <u>13.3</u>
YEAR <u>2015</u>	TRFR <u>9.3</u>

- iii. Total number of man-hours worked for the last five (5) Years:

YEAR <u>2019</u>	TOTAL NUMBER OF MAN-HOURS <u>99877</u>
YEAR <u>2018</u>	TOTAL NUMBER OF MAN-HOURS <u>99071</u>
YEAR <u>2017</u>	TOTAL NUMBER OF MAN-HOURS <u>90799</u>
YEAR <u>2016</u>	TOTAL NUMBER OF MAN-HOURS <u>90562</u>
YEAR <u>2015</u>	TOTAL NUMBER OF MAN-HOURS <u>86405</u>

- iv. Days Away From Work, Days of Restricted Work Activity or Job Transfer ("DART") incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last five (5) years:

YEAR <u>2019</u>	DART <u>4</u>
YEAR <u>2018</u>	DART <u>2.2</u>
YEAR <u>2017</u>	DART <u>2.2</u>
YEAR <u>2016</u>	DART <u>8.8</u>
YEAR <u>2015</u>	DART <u>9.3</u>

DEIRIK

- f. Provide the following for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. Workers' compensation Experience Modification Rate ("EMR") for the last five (5) years:

YEAR <u>2020</u>	EMR <u>1.32</u>
YEAR <u>2019</u>	EMR <u>.83</u>
YEAR <u>2018</u>	EMR <u>.82</u>
YEAR <u>2017</u>	EMR <u>.90</u>
YEAR <u>2016</u>	EMR <u>.85</u>

- ii. Total Recordable Frequency Rate ("TRFR") for the last five (5) years:

YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____

- iii. Total number of man-hours worked for the last five (5) Years:

YEAR <u>2020</u>	TOTAL NUMBER OF MAN-HOURS <u>8,000 to date</u>
YEAR <u>2019</u>	TOTAL NUMBER OF MAN-HOURS <u>23,000</u>
YEAR <u>2018</u>	TOTAL NUMBER OF MAN-HOURS <u>22,000</u>
YEAR <u>2017</u>	TOTAL NUMBER OF MAN-HOURS <u>21,000</u>
YEAR <u>2016</u>	TOTAL NUMBER OF MAN-HOURS <u>18,000</u>

- iv. Days Away From Work, Days of Restricted Work Activity or Job Transfer ("DART") incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last five (5) years:

YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____

- f. Provide the following for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. Workers' compensation Experience Modification Rate ("EMR") for the last five (5) years:

YEAR <u>2020</u>	EMR <u>1.0</u>
YEAR <u>2019</u>	EMR <u>1.0</u>
YEAR <u>2018</u>	EMR <u>1.0</u>
YEAR <u>2017</u>	EMR <u>1.0</u>
YEAR <u>2016</u>	EMR <u>1.0</u>

- ii. Total Recordable Frequency Rate ("TRFR") for the last five (5) years:

YEAR <u>2020</u>	TRFR <u>0</u>
YEAR <u>2019</u>	TRFR <u>0</u>
YEAR <u>2018</u>	TRFR <u>0</u>
YEAR <u>2017</u>	TRFR <u>0</u>
YEAR <u>2016</u>	TRFR <u>0</u>

- iii. Total number of man-hours worked for the last five (5) Years:

YEAR <u>2020</u>	TOTAL NUMBER OF MAN-HOURS _____
YEAR <u>2019</u>	TOTAL NUMBER OF MAN-HOURS _____
YEAR <u>2018</u>	TOTAL NUMBER OF MAN-HOURS _____
YEAR <u>2017</u>	TOTAL NUMBER OF MAN-HOURS _____
YEAR <u>2016</u>	TOTAL NUMBER OF MAN-HOURS _____

- iv. Days Away From Work, Days of Restricted Work Activity or Job Transfer ("DART") incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last five (5) years:

YEAR <u>2020</u>	DART <u>0</u>
YEAR <u>2019</u>	DART <u>0</u>
YEAR <u>2018</u>	DART <u>0</u>
YEAR <u>2017</u>	DART <u>0</u>
YEAR <u>2016</u>	DART <u>0</u>

Contract
SYSTEMS

- f. Provide the following for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. Workers' compensation Experience Modification Rate ("EMR") for the last five (5) years:

YEAR <u>2019</u>	EMR <u>.84</u>
YEAR <u>2018</u>	EMR <u>.84</u>
YEAR <u>2017</u>	EMR <u>.82</u>
YEAR <u>2016</u>	EMR <u>.87</u>
YEAR <u>2015</u>	EMR <u>1.07</u>

- ii. Total Recordable Frequency Rate ("TRFR") for the last five (5) years:

YEAR <u>2019</u>	TRFR <u>16.4</u>
YEAR <u>2018</u>	TRFR <u>0</u>
YEAR <u>2017</u>	TRFR <u>6.3</u>
YEAR <u>2016</u>	TRFR <u>22.9</u>
YEAR <u>2015</u>	TRFR <u>30.6</u>

- iii. Total number of man-hours worked for the last five (5) Years:

YEAR <u>2019</u>	TOTAL NUMBER OF MAN-HOURS <u>24,403.75</u>
YEAR <u>2018</u>	TOTAL NUMBER OF MAN-HOURS <u>22,421</u>
YEAR <u>2017</u>	TOTAL NUMBER OF MAN-HOURS <u>24,006.50</u>
YEAR <u>2016</u>	TOTAL NUMBER OF MAN-HOURS <u>26,149</u>
YEAR <u>2015</u>	TOTAL NUMBER OF MAN-HOURS <u>21,697.75</u>

- iv. Days Away From Work, Days of Restricted Work Activity or Job Transfer ("DART") incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last five (5) years:

YEAR <u>2019</u>	DART <u>0</u>
YEAR <u>2018</u>	DART <u>0</u>
YEAR <u>2017</u>	DART <u>0</u>
YEAR <u>2016</u>	DART <u>0</u>
YEAR <u>2015</u>	DART <u>0</u>

- f. Provide the following for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. Workers' compensation Experience Modification Rate ("EMR") for the last five (5) years:

YEAR	<u>2015</u>	EMR	<u>0.55</u>
YEAR	<u>2016</u>	EMR	<u>0.45</u>
YEAR	<u>2017</u>	EMR	<u>0.41</u>
YEAR	<u>2018</u>	EMR	<u>0.40</u>
YEAR	<u>2019</u>	EMR	<u>0.39</u>

- ii. Total Recordable Frequency Rate ("TRFR") for the last five (5) years:

YEAR	<u>2015</u>	TRFR	<u>0.35</u>
YEAR	<u>2016</u>	TRFR	<u>0.94</u>
YEAR	<u>2017</u>	TRFR	<u>1.08</u>
YEAR	<u>2018</u>	TRFR	<u>0.64</u>
YEAR	<u>2019</u>	TRFR	<u>0.64</u>

- iii. Total number of man-hours worked for the last five (5) Years:

YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>575,495</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>638,511</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>741,486</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>626,704</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>627,773</u>

- iv. Days Away From Work, Days of Restricted Work Activity or Job Transfer ("DART") incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last five (5) years:

YEAR	<u>2015</u>	DART	<u>0.00</u>
YEAR	<u>2016</u>	DART	<u>0.63</u>
YEAR	<u>2017</u>	DART	<u>0.54</u>
YEAR	<u>2018</u>	DART	<u>0.32</u>
YEAR	<u>2019</u>	DART	<u>0.00</u>

MIDWEST
SPRINKLER

- f. Provide the following for (x) Contractor and (y) Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid:

- i. Workers' compensation Experience Modification Rate ("EMR") for the last five (5) years:

YEAR	<u>2020</u>	EMR	<u>0.96</u>
YEAR	<u>2019</u>	EMR	<u>0.77</u>
YEAR	<u>2018</u>	EMR	<u>0.90</u>
YEAR	<u>2017</u>	EMR	<u>0.82</u>
YEAR	<u>2016</u>	EMR	<u>0.76</u>

- ii. Total Recordable Frequency Rate ("TRFR") for the last five (5) years:

YEAR	<u>2019</u>	TRFR	<u>2.4</u>
YEAR	<u>2018</u>	TRFR	<u>1.2</u>
YEAR	<u>2017</u>	TRFR	<u>1.3</u>
YEAR	<u>2016</u>	TRFR	<u>1.4</u>
YEAR	<u>2015</u>	TRFR	<u>2.7</u>

- iii. Total number of man-hours worked for the last five (5) Years:

YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>164,393</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>160,588</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>154,110</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>147,940</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>149,329</u>

- iv. Days Away From Work, Days of Restricted Work Activity or Job Transfer ("DART") incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last five (5) years:

YEAR	<u>2019</u>	DART	<u>2.4</u>
YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>1.3</u>
YEAR	<u>2016</u>	DART	<u>0</u>
YEAR	<u>2015</u>	DART	<u>0</u>



May 19, 2020

Mr. Michael McCoy
Executive Director
Metro Waste Authority
300 East Locust Street
Des Moines, IA 50309

RE: Bid Review and Evaluation
MWA Project P-60 – Cold Storage Building 4 Improvements

Dear Mr. McCoy:

At Metro Waste Authority's (MWA's) request, HDR Engineering, Inc. (HDR) has completed a technical review and evaluation of the Bid Forms and supplemental information for the MWA Project P-60 – Cold Storage Building 4 Improvements, which were furnished to HDR on May 15, 2020. There were five bids received, with total base bid prices ranging from \$522,494.50 to \$1,034,467.50. Based on the alternate bid item of relocation the electrical panel south of Cold Storage Building 4, the total bid prices (base bid plus alternate bid item no. 105) ranged from \$528,464.00 to \$1,044,967.50. The construction budget for the project indicated by MWA was \$509,000.00 which is approximately 2.6 percent lower than the low base bid and 3.7 percent lower than the low total bid. The lowest responsive bid was submitted by Accurate Commercial Construction (Accurate).

HDR has reviewed the price calculations and summaries on the Bid Forms from all Bidders. Errors were found in the Bid Form calculations by three of the five bidders. Accurate's Bid Form contained no errors or irregularities.

The firms submitting bids included many of the firms who HDR would typically expect to bid on a pole building type construction project in this regional geography and the number of bids received is a good indication of a competitive bidding environment. Each bidder acknowledged the receipt of the two addenda.

For the apparent low bidder based on total bid price, HDR also reviewed Section 00 45 10 - Qualifications Statement. During this review, no significant irregularities or errors were identified and HDR considers the Qualification Statement submitted by Accurate to be satisfactory. HDR reviewed the Bid Bonds submitted by each of the five bidders. Each Bid Bond included a Bid security of five (5) percent of the maximum Bid price, therefore, the Bid Bond portion of each bid was found to be satisfactory.

Accurate has previously performed building construction type work within the Des Moines area. In reviewing the in-depth evaluation of reference checks for the projects Accurate included within their bid, HDR has concluded that Accurate is a relatively large regional firm, which has completed building

hdrinc.com

1917 S 67th Street Omaha, NE 68106-2973
(402) 399-1000

type construction projects of a size and complexity similar to MWA Project P-60 in the past five (5) years. Based on the list of references provided by Accurate that were able to be reached, it was reported that Accurate has completed numerous projects with positive results for each reference since 2015. In addition, it was noted by past project references that Accurate would be ideal to work with again with confidence regarding project price, responsiveness, and project delivery. None of the references provided indicated that Accurate has any reason to be considered a non-responsible bidder. Based on the information provided in the bid documents, HDR has concluded that Accurate has the experience and ability to provide the required services (e.g., is a responsible bidder).

Based upon the above technical evaluations and the attached Bid Tabulation, HDR has concluded that Accurate is the lowest, responsive, responsible bidder for MWA's P-60 Cold Storage Building 4 Improvements Project based on the total bid price.

Please do not hesitate to contact me at (402) 399-1210 if you require additional clarification or information.

Sincerely,
HDR Engineering, Inc.



Garrett Williams, P.E.
Project Manager

Attachments: Bid Tabulation

MWA P-60 Cold Storage Building 4 Improvements - Bid Tabulation

Item No.	Bid Items	Estimated Quantity	Unit	Absolute Group		Accurate Commercial		Edge		K. Johnson Construction		Woodruff Construction	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
101	Mobilization, demobilization, and all work not included in Bid Item Nos. 102, 103, and 104.	1	LS	\$ 25,875.00	\$ 25,875.00	\$ 387,325.00	\$ 387,325.00	\$ 139,425.00	\$ 139,425.00	\$ 16,950.00	\$ 16,950.00	\$ 105,000.00	\$ 105,000.00
102	Cold Storage Building 4 Design, Material Supply, and Installation.	1	LS	\$ 443,120.00	\$ 443,120.00	\$ 77,052.00	\$ 77,052.00	\$ 788,500.00	\$ 788,500.00	\$ 500,007.00	\$ 500,007.00	\$ 558,322.00	\$ 558,322.00
103	Project Allowance (10% of Base Bid = Item No.'s 101+102+104).	1	LS	\$ 47,499.50	\$ 47,499.50	\$ 47,587.00	\$ 47,587.00	\$ 94,042.50	\$ 94,042.50	\$ 52,195.70	\$ 52,195.70	\$ 67,583.00	\$ 67,583.00
104	Remove/Replace Unsuitable Soils.	500	CY	\$ 12.00	\$ 6,000.00	\$ 23.00	\$ 11,500.00	\$ 25.00	\$ 12,500.00	\$ 10.00	\$ 5,000.00	\$ 25.00	\$ 12,500.00
105	Bid Alternate Item No. 1 - Relocate Existing Electrical Panel and Appurtenances.	1	LS	\$ 6,725.00	\$ 6,725.00	\$ 5,000.00	\$ 5,000.00	\$ 10,500.00	\$ 10,500.00	\$ 7,505.00	\$ 7,505.00	\$ 8,000.00	\$ 8,000.00
Total Base Bid				\$ 522,494.50		\$ 523,464.00		\$ 1,034,467.50		\$ 574,152.70		\$ 743,405.00	
Total Alternate Bid (Base Bid + Alternate Bid Item No. 105)				\$ 529,219.50		\$ 528,464.00		\$ 1,044,967.50		\$ 581,657.70		\$ 751,405.00	