

MEMORANDUM

DATE: September 11, 2020

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, September 16, 2020, Board Meeting

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This month's board meeting is scheduled for Wednesday, September 16, 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 09-20-03 - Approval of Extension to Revenue Sharing with Respect to the Collection of Solid Waste Agreement – Action for Approval
The annual agreement identifies the revenue share owed to ASI, Waste Connections and Waste Management for the collection of bulk waste, extra waste, and appliances through Metro Waste Authority's Large and Extra Item Sticker program. Staff recommends approval.

Regular Agenda Items for Approval

9. Resolution 09-20-04 – Approval of P-59 Material Recovery Facility Construction Manager Agent – Action Item
Metro Waste Authority (MWA) put out an RFP for Construction Management-Agency (CMA) Services for construction of the material recovery facility (MRF). The RFP was prepared and distributed to four entities: Estes Construction, Cambridge Companies, Graham Construction Company, and Turner Construction Company. Two firms submitted proposals, which were reviewed by Christensen Development, ISG, and MWA staff. Additionally, interviews were held with the two groups that submitted proposals. Staff recommends approval of Graham Construction Company as CMA for the MRF.
10. Resolution 09-20-05 – Set Public Hearing for Material Recover Facility Subcontractors on October 21, 2020 – Action Item
A public hearing will be held by Metro Waste Authority (MWA) on proposed bid packages for the construction of the material recovery facility (MRF) at 5:45 pm local

time on Wednesday, October 21, 2020, at Central Office. At said time and place, any interested person may appear and file objections thereto. Written objections may also be filed in advance at the following address: 300 E. Locust Street, Ste.100, Des Moines, Iowa 50309. The bid-opening date is scheduled for October 15, 2020. Staff recommends approval.

11. Resolution 09-20-06 – Approval of 2013 CAT D8T Dozer Rebuild at Metro Park East Landfill – Action Item

Metro Park East Landfill utilizes dozers for pushing garbage at the working face to the landfill compactor, for spreading cover material, and for excavating cover soil. Currently, the DOZ514 is a 2013 CAT D8T landfill dozer with 14,198 hours. The warranty offered on this rebuild is a 10-year, 10,000-hour powertrain and 1-year unlimited hours on all other repairs, for \$414,253.20. The dozer rebuild was budgeted in FY19/20 for \$400,000. Funds for the unbudgeted amount of \$14,235.20 are available in the FY19/20 Capital Equipment Fund. Staff recommends approval.

12. Resolution 09-20-07 – Approval of Rate Increase for Electronic Waste Disposal – Action Item

Metro Waste Authority was informed in mid-June that Goodwill would no longer accept recycled electronics disposed of through the Hazardous Waste Program. Staff conducted a cost analysis and determined an updated, increased price structure is necessary to cover the cost of electronic waste (e-waste) disposal through A-Tec Recycling. Staff recommends approval.



**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
September 16, 2020**

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

Members of the public wishing to attend this meeting in person may do so at the MWA Central Office, where seats will be arranged to allow for social distancing. Masks will be available and are mandatory for public guests. Additional CDC recommendations will be implemented.

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 8
5. Consideration of Minutes July 15, 2020, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 09-20-01 – Consideration of July 2020, Monthly Expenditures – Action to Receive and File
7. Resolution 09-20-02 – Consideration of August 2020, Monthly Expenditures – Action for Approval
8. Resolution 09-20-03 – Approval of Extension to Revenue Sharing with Respect to the Collection of Solid Waste Agreement – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Items 9 through 12

9. Resolution 09-20-04 – Approval of P-59 Material Recovery Facility Construction Manager Agent – Action Item
10. Resolution 09-20-05 – Set Public Hearing for Material Recovery Facility Subcontractors on October 21, 2020 – Action Item
11. Resolution 09-20-06 – Approval of 2013 CAT D8T Dozer Rebuild at Metro Park East Landfill – Action Item
12. Resolution 09-20-07 – Approval of Rate Increase for Electronic Waste Disposal – Action Item
13. Director's Report

14. Chair's Report
15. General Board Discussion and Other Business
16. Correspondence
17. Adjournment

October Executive Finance Meeting: October 7, 2020, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

October Board Meeting: October 21, 2020, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.

July 15, 2020 Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Mark Holm, chair, called the July 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.

Roll Call – MWA Board Representatives/Alternates in Attendance

Dean O'Connor, Altoona
Mark Holm, Ankeny
John Edwards, Clive
Joe Gatto, Des Moines
David Gisch, Grimes
Rhonda Martin, Johnston
Bill Roberts, Mitchellville
Dean Cooper, Pleasant Hill
Rob Sarchet, Polk City
Tom Hockensmith, Polk County
Gerald Lane, Runnells
Ron Pogge, Urbandale
Bret Hodne, West Des Moines
Threase Harms, Windsor Heights

2. Approval of Regular Agenda

Moved by Clive, seconded by Des Moines, to approve the July 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 7

Moved by Clive, seconded by Polk County, to approve the Consent Agenda, items 4 through 7. Motion carried unanimously by voice.

5. Consideration of Minutes of June 17, 2020, Metro Waste Authority Board Meeting – Action for Approval

6. Resolution 07-20-01 - Consideration of May 2020, Financial Statement – Action to Receive and File

7. Resolution 07-20-02 - Consideration of June 2020, Monthly Expenditures –

END CONSENT AGENDA

8. Director's Report

Michael McCoy, executive director, reported after final analysis of potential sites for a material recovery facility (MRF), Metro Waste Authority's Grimes site is the best option due to schedule constraints, as well as additional factors. Upon final recommendation of this location, a few variables should be considered. The location will require additional site requirements to meet city code, and it is recommended to optimize land use through a design that supports all services offered at the site.

There are several site enhancements and requirements that play a factor in the creation and conceptualization of a recycling and disposal campus in Grimes:

- **Site Enhancements:** Increased square footage (SF) for tip floor (HDR feasibility study provided a 54,000 SF floor, Metro Waste Authority (MWA) MRF will include 103,000 SF tip floor); increased thickness of concrete; increased SF of processed material storage.
- **City Site Requirements:** Due to the proximity of our location to the HWY-141 overlay, the city has specific requirements for the building, as well as the development of the site.
- **Education Facility:** The region's first recycling education center would promote proper recycling habits with a behind-the-scenes view of the facility's operations, along with a multi-dimensional learning experience. The education facility will allow participants to interact with and understand the material recovery process.
- **Household Hazardous Waste Building:** The permanent hazardous waste drop-off building is a result of increased demand for proper hazardous waste disposal in the western suburbs. This would replace the site's existing satellite, providing a more efficient, effective, and safe collection of material.
- **Maintenance Shop:** One, central on-site maintenance facility would provide internal support for the Metro Northwest Transfer Station, the hazardous waste building, the material recovery facility, and the education center.

These enhancements will be included in the FY 21/22 budget presented to the Board in November. Additionally, staff will continue to seek grant dollars to supplement costs.

Leslie Irlbeck, deputy director, introduced Kellie Heiken-Stoops as MWA's new Human Resources Manager.

The August executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, August 5, 2020, at 12:00 pm.

The August board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, August 19, 2020, at 5:45 pm.

9. Chair's Report

Mark Holm, chair, reported Metro Waste Authority will continue to conduct board meetings virtually.

10. General Board Discussion and Other Business

John Edwards, Clive, requested an update on the cart swap for the four new communities. McCoy reported the transition has been challenging, but staff are working hard to finalize the swaps and appreciate the patience and support the four communities have demonstrated.

Bret Hodne, West Des Moines, reported successful use of shingles mixture on a gravel road, with additional plans to incorporate in the future.

11. Adjournment

Meeting adjourned at 6:45 pm.

Michael McCoy, Executive Director

Mark E. Holm, Chair

METRO WASTE AUTHORITY
BILLS PAID IN JULY 2020

Vendor	Amount	Services Provided
ABM PARKING	6,000.00	Parking
ACCESS SYSTEMS	461.98	Office printing
ACTERRA	370.98	Computer software
AIR FILTER SALES	179.55	Building services
A-LINE IRON	5,380.00	White goods
AMERICAN SECURITY	549.28	Security
ANKENY AUTO ELECTRIC	145.00	Parts/labor
ANKENY SANITATION	68,984.56	Waste/drop off/contract expense
ARACELI GUZMAN	32.20	Mileage/expenses
ASPEN WASTE	4,209.58	Curbside/drop off/waste collection
A-TEC	770.10	Contract disposal
BOMGAARS	160.99	Parts/small tools/supplies
BRICK GENTRY	9,243.00	Legal fees
C & C MANUFACTURING	642.06	Parts/labor
CAMP TOWNSHIP FIRE DEPT	6,439.53	Host fees
CAPITAL CITY EQUIPMENT	260.97	Equipment/parts/labor
CERTIFIED POWER	7,973.75	Parts/labor
CHRISTENSEN DEVELOPMENT	51,406.40	Consulting fees
CITY GARDENS	4,782.00	Site maintenance
CITY OF BONDURANT	112.84	Utilities
CITY OF GRIMES	477.34	Utilities
CLEAN HARBORS ENVIRONMENTAL SERVICE	3,105.60	Contract disposal
COMPETITIVE EDGE	6,885.00	Public information/promotion
CONCRETE IMPRESSION	6,700.00	Ditch project MPW
CONSTRUCTION & AGGREGATE PRODUCTS	2,366.35	Leachate maintenance/collection
CONTROL INSTALLATIONS	191.11	Building services
CP MANUFACTURING	1,038,370.00	MRF capital
CPI	93.75	Phone system
CRYSTAL CLEAR	227.65	Office supplies
DEJEAR	29,783.06	Yard carts
DES MOINES MOBILE WASH	562.50	Preventive maintenance
DES MOINES WATER WORKS	374.74	Utilities
DIAM PEST	441.00	Pest control
DIRECTECH	131.54	Public information/promotion
ED M FELD EQUIPMENT	100.00	Health/safety
EMSL	957.00	Asbestos testing
EXPRESS LAUNDRY	125.95	Floor mats
FAST SIGNS	10,821.17	Trailer wraps
FASTENAL	232.56	Health/safety
FEDERAL EXPRESS	188.28	Mailing expense
FERRELLGAS	157.60	Utilities/equipment fuel
FINISHING TOUCHEZ	113.75	Site maintenance
FIRST CHOICE	205.69	Office supplies
FORMATION GROUP	3,685.00	Consultation/professional fees
GOLDEN VALLEY	192.95	Building services
GRAINGER	725.84	Parts/small tools/supplies
GREENE COUNTY TREASURER	855.00	Road Maintenance
GRP	664.00	Contract disposal
HARRISON TRUCK	217.10	Preventive maintenance
HAWKEYE TRUCK	3,922.93	Parts
HDR	16,699.57	Engineering services
HEAVY HIGHWAY FRINGE BENEFIT	675.00	Medical insurance
HIEMSTRA TRUCKING	61,875.00	Leachate processing
HIRE QUALITY SOLUTIONS	1,413.70	Temporary labor
HOME DEPOT	269.55	Office supplies
HOUSBY HEAVY EQUIPMENT	1,160.94	Parts/labor/preventive maintenance

HOUSBY MACK	1,976.55	Parts/labor/preventive maintenance
INLAND TRUCK PARTS	223.12	Parts/labor/preventive maintenance
INTERNAL REVENUE SERVICE	398.78	PCORI fee
INTERSTATE ALL BATTERY	33.60	Office supplies
IOWA DES MOINES SUPPLY	41.67	Janitorial supplies
IOWA FIRE EQUIPMENT	717.80	Fire alarm/inspection
IOWA LABORERS' DISTRICT COUNCIL	30,293.10	Medical insurance
IPERS	39,105.35	Employer's share of IPERS
JIM HAWK TRUCK	2,292.28	Equipment/parts/labor
JOEL T BUCKLIN	57.00	Parts
JO-RO	1,221.25	Site maintenance
KABEL BUSINESS SERVICES	3,640.44	Employee benefit expense/service fees
KELLIE HEIKEN STOOPS	535.69	Mileage/expenses
KELLY D RICE	54.32	Parts/labor
LARRY'S WINDOW	150.00	Building services
MACQUEEN	318.94	Parts
MANAGEMENT PROFESSIONALS	5,904.99	Property management fee/site maintenance
MARSDEN	764.26	Janitorial services
MCMASTER-CARR	127.62	Leachate maintenance/collection
METRO WASTE AUTHORITY	1,435.00	Employee Awards
MHC KENWORTH	7,893.71	Parts/labor/preventive maintenance
MIDAMERICA RECYCLING	53,674.90	Curbside processing expense
MIDAMERICAN ENERGY	14,959.03	Utilities
MIDLAND POWER	1,026.32	Utilities
MIDWEST WHEEL	1,251.83	Preventive maintenance
MMC CONTRACTORS	14,060.69	Bldg repairs/site maintenance
MOTOR PARTS	35.23	Parts/small tools/supplies
NATIONWIDE OFFICE CLEANERS	617.45	Janitorial services
ONE SOURCE	225.80	Background checks
O'REILLY	906.38	Parts/small tools/supplies
OTIS	105.00	Elevator inspection
PABCO	27,976.10	Yard waste bags
PER MAR	110.00	Security
PETERBILT	41.81	Parts/labor/preventive maintenance
PETERSON CONTRACTORS	12,789.45	Contracted fly ash hauler
POMP'S TIRE	14,061.52	Tire/track repairs
PRAXAIR	330.44	Welding supplies
PREMIER OFFICE	137.19	Office printing
PROSPERITY JANITORIAL	2,501.67	Janitorial services
PURCELL PRINTING	1,501.73	Printing
QUICK OIL	29,042.34	Equipment fuel
RAIN AND HAIL	720.00	Farm expense
REHRIG	546,233.60	Curbside cart purchase
RELIANCE STANDARD	3,396.48	Insurance premium
RSM US	10,758.48	Consulting/professional service/dues
RSM US PRODUCT	9,783.40	Computer supplies/maintenance/fees
SCHAEFER HAULING	184.00	Equipment rent
SCS FIELD SERVICES	12,347.27	Engineering services
SECRETARY OF AGRICULTURE	1,759.20	Site permits
SINK PAPER	7,220.42	Yard bag storage/distribution
SMARTCLEAN	401.25	Janitorial services
SMITH'S SEWER	90.95	Building services
SOCIAL SECURITY ADMINISTRATION	52,430.87	Employer's share of FICA
SOIL CONTROL LAB	349.00	Environmental monitoring
SOUTHEAST POLK COMM SCHOOL	12,879.08	Host fees
SPINUTECH	755.00	Website/social media
STRAUSS SECURITY	368.10	Security
STRAUSS SECURITY SOLUTIONS	80.25	Security
SUMMIT COMPANIES	918.25	Fire extinguisher
SUSAN NIELSEN	153.29	Mileage/expenses
TIFCO	807.72	Parts/small tools/supplies

TOTALFUNDS	500.00 Postage
TREASURER STATE OF IOWA	9,383.49 Sales tax
TRUENORTH	2,500.00 Dues/subscription/fee
URBANDALE PUBLIC WORKS	55,665.62 Yard waste collection
VALLEY ENVIRONMENTAL	125.00 Contract disposal
VAN WALL	455.37 Parts/labor/preventive maintenance
VANTAGEPOINT TRANSFER AGENTS	13,723.17 Employer's share deferred compensation
VERMEER	222.81 Parts
WASTE CONNECTIONS	131,439.49 Curbside/drop off/waste collection
WASTE MANAGEMENT	1,443,165.66 Curbside/drop off/waste collection
WASTE SOLUTIONS	640.00 Building services
WAYNE DALTON	176.50 Building repairs
WELLS FARGO	85.49 Building services
WEST BANK	12,324.22 Credit card payment for misc office/travel expenses/fees
WEST DES MOINES CHAMBER	500.00 Dues/subscriptions
WEX	1,686.81 Fuel
WIGES	330.00 Building services
WOOD ROOFING	2,872.87 Building services
ZIEGLER	4,760.37 Part/labor/preventive maintenance/subscription
Grand Total	<u>3,977,806.82</u>

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
BILLS PAID IN AUGUST 2020

Vendor	Services Provided	Amount
ABC PEST	Pest control	48.15
ABM PARKING	Parking	12,000.00
ACCESS SYSTEMS	Office printing	34,954.54
ACTERRA	Computer software	2,533.32
ALL FORMS	Office supplies	101.00
ALL PUMBING	Building services	480.00
AMERICAN SECURITY	Security	499.84
ANKENY SANITATION	Waste/drop off/contract expense	178,296.91
ARAMARK	Rags/mats/supplies	51.30
ASPEN WASTE	Curbside/drop off/waste collection	5,329.00
A-TEC	Contract disposal	2,132.85
ATLANTIC BOTTLING	Office supplies	71.25
AUREON	Telephone expense	17,263.86
BOMGAARS	Parts/small tools/supplies	448.30
BOOT BARN	Health/safety	1,953.93
BRICK GENTRY	Legal fees	7,506.00
CAROLINA SOFTWARE	Computer supplies/maintenance	1,900.00
CENTRAL IOWA PORTABLE WELDING	Building repairs	2,756.00
CENTRAL UNITED	Life insurance	274.49
CHRISTENSEN DEVELOPMENT	Consulting fees	10,000.00
CITY GARDENS	Site maintenance	3,915.00
CITY OF BONDURANT	Utilities	108.44
CITY OF DES MOINES	Lease/leachate processing	44,778.16
CITY OF WEST DES MOINES	Advertising	2,000.00
CLEAN HARBORS ENVIRONMENTAL SERVICE	Contract disposal	13,728.14
COMMUNICATION INNOVATORS	Computer supplies/maintenance/fees	332.50
CONTROLLED ACCESS	Site maintenance	1,976.00
CPI	Phone system	62.50
CRYSTAL CLEAR	Office supplies	112.90
CSG FORTE	Processing fees	2,011.75
DALLAS COUNTY TREASURER	Vehicle license/permits	2,000.00
DATASHIELD CORP	Recycling expense	50.00
DES MOINES MOBILE WASH	Preventive maintenance	3,111.00
DES MOINES REGISTER	Advertising	898.15
DES MOINES WATER WORKS	Utilities	2,392.29
DIAM PEST	Pest control	403.00
DULTMEIER SALES	Leachate well maintenance	116.53
ELECTRONIC ENGINEERING	Parts	3,487.48
EMSL	Asbestos testing	1,536.00
EXPRESS LAUNDRY	Floor mats	188.44
FAIRBANKS SCALES	Site maintenance	950.00
FASTENAL	Health/safety	354.94
FERRELLGAS	Utilities/equipment fuel	797.55
FINISHING TOUCHEZ	Site maintenance	113.75

FLYNN WRIGHT	Public information/promotion	7,830.00
FORMATION GROUP	Consultation/professional fees	9,153.74
GLOBAL EQUIPMENT	Ground water well maintenance	568.94
GRAINGER	Parts/small tools/supplies	193.70
GREENE COUNTY TREASURER	Vehicle license/permits	2,000.00
GRP	Contract disposal	757.00
HARRISON TRUCK	Preventive maintenance	114.02
HAWKEYE TRUCK	Parts	152.75
HDR	Engineering services	1,035.10
HEALTHCARE MARKETING MAKEOVERS	Public information/promotion	700.00
HEAVY HIGHWAY FRINGE BENEFIT	Medical insurance	675.00
HIRE QUALITY SOLUTIONS	Temporary labor	1,916.20
HOME DEPOT	Office supplies	1,114.75
HOUSBY HEAVY EQUIPMENT	Parts/labor/preventive maintenance	6,830.34
HOUSBY MACK	Parts/labor/preventive maintenance	3,718.50
INLAND TRUCK PARTS	Parts/labor/preventive maintenance	25.18
INTERSTATE ALL BATTERY	Office supplies	168.80
IOWA DES MOINES SUPPLY	Janitorial supplies	746.55
IOWA FIRE EQUIPMENT	Fire alarm/inspection	175.50
IOWA LABORERS' DISTRICT COUNCIL	Medical insurance	30,293.04
IOWA METHODIST	DOT px/workers' comp	510.00
IPERS	Employer's share of IPERS	62,973.92
J A KING	Site maintenance/parts	1,585.91
JASPER COUNTY TREASURER	Property taxes	4,241.00
JETCO	Leachate maintenance/collection	373.00
JIM HAWK TRUCK	Equipment/parts/labor	273.22
JOEL T BUCKLIN	Parts	66.74
JOHNSON CONTROLS	Alarm/detection monitoring	222.28
KABEL BUSINESS SERVICES	HRA disbursements/fees	7,668.86
KENWORTH	Parts/labor/preventive maintenance	28.83
KEY COOPERATIVE	Equipment fuel	35,333.51
LOWE'S	Supplies	79.50
LUBE-TECH	Equipment fuel	26,888.62
MANAGEMENT PROFESSIONALS	Property management fee/site maintenance	4,198.99
MARSDEN	Janitorial services	764.26
MCMASTER-CARR	Leachate maintenance/collection	868.96
MENARDS	Supplies	600.84
MHC KENWORTH	Parts/labor/preventive maintenance	1,349.81
MIDAMERICA RECYCLING	Curbside processing expense	57,710.65
MIDAMERICAN ENERGY	Utilities	19,329.68
MIDWEST OFFICE TECHNOLOGY	Office printing	357.00
MIDWEST WHEEL	Parts	458.26
MMC CONTRACTORS	Bldg repairs/site maintenance	1,755.15
MOTOR PARTS	Parts/small tools/supplies	5.49
NATIONAL ELEVATOR INSPECTION	Elevator inspection	65.00
NATIONWIDE OFFICE CLEANERS	Janitorial services	356.06
NTT CLOUD	Telephone expense	585.89
O'HALLORAN	Parts/labor/preventive maintenance	1,298.77
O'REILLY	Parts/small tools/supplies	1,011.05

OTIS	Elevator inspection	105.00
OVERHEAD DOOR COMPANY	Building maintenance	382.35
PER MAR	Security	110.00
PETERBILT	Parts/labor/preventive maintenance	1,513.30
PETERSON CONTRACTORS	Contracted fly ash hauler	23,775.00
POMP'S TIRE	Tire/track repairs	11,321.49
PRAXAIR	Welding supplies	1,332.41
PREMIER ELECTRIC	Building services	190.23
PROSPERITY JANITORIAL	Janitorial services	2,501.67
PURCELL PRINTING	Printing	2,292.44
QED ENVIRONMENTAL SYSTEMS	Leachate maintenance/collection	1,500.00
QUICK OIL	Equipment fuel	44,058.42
REHRIG	Curbside cart purchase	124,144.00
RELIANCE STANDARD	Insurance premium	3,267.76
RSM US	Consulting/professional service/dues	13,925.16
RSM US PRODUCT	Computer supplies/maintenance/fees	2,843.08
S & L WATER	Office supplies	61.50
SCOTT'S AUTO GLASS	Parts/labor	200.00
SCS FIELD SERVICES	Engineering services	15,122.92
SECRETARY OF AGRICULTURE	Site permits	20.00
SENECA	Leachate collection	2,088.29
SENECA TANK	Parts	46,851.05
SOCIAL SECURITY ADMINISTRATION	Employer's share of FICA	33,745.43
SPINUTECH	Website/social media	108.75
SUSAN NIELSEN	Mileage/expenses	26.45
TARPOMATIC	Cover material	2,177.14
TESTAMERICA	Environmental monitoring	12,765.45
THORPE WATER DEVELOPMENT	Site maintenance	285.00
TIFCO	Parts/small tools/supplies	2,567.78
TRANSPORT REFRIGERATION	Preventive maintenance	907.68
TREASURER STATE OF IOWA	Sales tax	7,158.71
UNIVERSITY OF IOWA	MWA grant	1,000.00
UPS	Mailing expense	389.14
URBANDALE PUBLIC WORKS	Yard waste collection	37,233.95
VALLEY ENVIRONMENTAL	Contract disposal	125.00
VAN WALL	Parts/labor/preventive maintenance	539.70
VANTAGEPOINT TRANSFER AGENTS	Employer's share deferred compensation	9,218.63
VERIZON	Computer supplies/maintenance/fees	5,252.70
VERMEER	Parts	2,091.41
WASTE CONNECTIONS	Waste collection/tire processing	184.00
WASTE CONNECTIONS OF IOWA	Contract management revenue	10,111.12
WASTE MANAGEMENT	Contract management revenue	3,225.42
WASTE MANAGEMENT	Curbside/drop off/waste collection	432,386.82
WASTE SOLUTIONS	Building services	640.00
WEST BANK	Credit card payment for misc office and travel expense:	18,828.29
WEST BANK	Service fees	196.41
WILLIAMSON'S REPAIR	Equipment maintenance	204.57
XENIA	Utilities	65.20
ZIEGLER	Part/labor/preventive maintenance/subscription	46,088.67

Grand Total

1,588,285.11

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.

A handwritten signature in blue ink, appearing to read "Michael McCoy", with a stylized flourish at the end.

Michael McCoy, Executive Director

A handwritten signature in blue ink, appearing to read "Joel Etienne", with a stylized flourish at the end.

Joel Etienne, Finance Administrator

Metro Waste Authority Board

Monthly Board Meeting

September 16, 2020

CONSENT AGENDA ITEM 8

ITEM:

Approval of Extension to Revenue Sharing with Respect to the Collection of Solid Waste Agreement.

SUMMARY:

This extension extends the Revenue Sharing with Respect to the Collection of Solid Waste Agreement to June 30, 2021.

DISCUSSION POINTS:

This annual agreement identifies the revenue share owed to ASI, Waste Connections, and Waste Management for the collection of bulky waste, extra waste and appliances through Metro Waste Authority's Large and Extra Item Sticker program. It has been adjusted to reflect the four new MSW cities, and has been reviewed by the haulers.

STAFF RECOMMENDATION:

Staff recommends the approval of Extension to Revenue Sharing with Respect to the Collection of Solid Waste Agreement.

HISTORY/PROJECT ANALYSIS:

This is the seventh annual renewal of this agreement between Metro Waste Authority and the three solid waste haulers.

ATTACHMENTS:

Attachment A - Agreement for Revenue Sharing with Respect to the Collection of Solid Waste.

CONTACT:

Leslie Irlbeck, deputy director, 515.323.6501

AGREEMENT FOR REVENUE SHARING WITH RESPECT TO THE COLLECTION OF SOLID WASTE

This AGREEMENT FOR REVENUE SHARING WITH RESPECT TO THE COLLECTION OF SOLID WASTE (this "Agreement") is made and entered into this 16th day of September 2020, by and among **Metro Waste Authority**, a joint powers entity organized pursuant to Chapter 28E of the Iowa Code ("MWA"), **Waste Connections of Iowa, Inc.**, an Iowa corporation ("WCI"), **Waste Management of Iowa, Inc.**, an Iowa corporation ("WMI") and **Ankeny Sanitation, Inc.**, an Iowa corporation ("ASI").

RECITALS

- A. On or around June 16, 2010, MWA and WCI entered into a certain Agreement for the Collection of Solid Waste (the "WCI Agreement"), whereby WCI agreed to provide solid waste collection services for certain residents within the MWA Service Area (as defined therein) of Participating Member Communities (as defined therein).
- B. On or around March 16, 2011, MWA and WMI entered into a certain Agreement for the Collection of Solid Waste (the "WMI Agreement"), whereby WMI agreed to provide solid waste collection services for certain residents within the MWA Service Area (as defined therein) of Participating Member Communities (as defined therein).
- C. On or around December 10, 2012, MWA and ASI entered into a certain Agreement for the Collection of Solid Waste (the "ASI Agreement"; together with the WCI Agreement and the WMI Agreement, the "Collection Agreements"), whereby ASI agreed to provide solid waste collection services for certain residents within the MWA Service Area (as defined therein) of Participating Member Communities (as defined therein).
- D. In accordance with Section 7.3.7 of each of the Collection Agreements, each of WCI, WMI and ASI (collectively, the "Contractors") have agreed to collect Appliance (as defined in the Collection Agreements) and Bulky Waste Collection (as defined in the Collection Agreements) pursuant to certain requirements and compensation as mores specifically set forth therein.
- E. MWA and each Contractor hereby desire to enter into this Agreement in order to set fifth the revenue sharing by and among MWA and each Contractor for the collection of Appliances and Bulky Waste Collection.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Defined Terms. Terms not otherwise defined herein shall have the definition as set forth in the Collection Agreements.

2. Collection Agreements. Each of the parties hereto agrees and acknowledges that each of the Collection Agreements and the terms of them shall continue in full force and effect. In the event of a conflict between the provisions of the any of the Collection Agreements and this Agreement, the provisions of such Collection Agreement shall prevail.

3. Term. This Agreement shall be effective July 1, 2018 through June 30, 2021. This Agreement may be mutually extended from year to year upon written agreement of the parties.

4. Section 7.3.7 of the Collection Agreements. Each of the parties hereto agrees and acknowledges that it has agreed to the following provision in Collection Agreement (“Section 7.3.7”):

“7.3.7 Separate Bulky Waste/Appliance Collection Charges

The cost to households for Bulky Waste collection will be \$1 for an extra bag or box that does not fit in the cart and \$5 for all Bulky Waste items that do not fit in the cart. Appliances will cost households \$35 each. MWA will sell Bulky Waste stickers to residents of the Participating Member Communities as follows:

- ♦ One extra bag or box sticker = \$ 1.00
- ♦ Bulky Waste item sticker = \$ 5.00

The extra bag must have a capacity no greater than thirty-five (35) gallons or equivalent size box. An appliance must have a total of seven (7) \$5 Bulky Waste item stickers applied.

MWA will retain issuance fees of \$0.10 for each \$1.00 sticker and \$0.20 for each \$5.00 sticker sold for the provision of the stickers and administration. Contractor will be paid the remaining sticker revenue received by MWA on a quarterly basis to cover the cost to the Contractor for the collection and disposal of the Bulky Wastes and Appliances. Contractor will be paid based on the revenue as received by MWA which may be prior to the actual service being used by households. Sticker fees and revenue to the Contractor will not be subject to adjustment and will remain the same throughout the Agreement term and any extensions.”

5. Revenue/Revenue Sharing. As a result of the Bulky Waste Collection and Appliance collection as set forth in Section 7.3.7, MWA will pay each Contractor, after retention of the issuance fees by MWA as set forth in Section 7.3.7, the remaining sticker revenue received by MWA on a quarterly basis to cover the cost to Contractors for the Bulky Waste Collection and Appliance collection (the “Revenue”). MWA and each Contractor hereby agree that the Revenue shall be divided and distributed among each Contractor in accordance with the distribution as set forth in Exhibit A attached hereto. MWA and each Contractor hereby agree and acknowledge that the distribution as set forth in Exhibit A is a fair, true and accurate distribution of the Revenue among the Contractors.

6. Default. In the event that any party determines that another party has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of this Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default. If at the end of said thirty (30) day period the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon take whatever action it determined is necessary or appropriate to enforce or obtain performance of the provisions of this Agreement.

7. Notices. All notices, consents, approvals, communications, and requests of or to any of the parties to this Agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

For MWA:

Name: Michael McCoy
Title: Executive Director
Address: 300 East Locust St., Ste 100
City, State: Des Moines, IA 50309

For WMI:

Name: Ammon Taylor
Title: Municipal Marketing Manager
Address: 201 SE 18th St.
City, State: Des Moines, IA 50317

For WCI:

Name: Robert Gill
Title: District Manager
Address: 4705 NE 22nd St.
City, State: Des Moines, IA 50313

For ASI:

Name: Andrew Larson
Title: Vice President
Address: 7002 SE Deleware Ave
City, State: Ankeny, IA 50021

8. Indemnity. Each Contractor shall indemnify and save harmless MWA, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of such Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that no Contractor shall be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees solely arising out of the willful or negligent act or omission of MWA, its officers, agents servants or employees.

9. Amendments. All provisions of this Agreement shall be strictly complied with and conformed to by Contractors; and no amendment to this Agreement shall be made except upon written consent of the parties, which consent shall not be unreasonably withheld.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

11. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall any such illegality or invalidity affect any legal or valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

12. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

13. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of the other party hereto.

14. Further Assurances. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we, the undersigned, by our duly authorized agents, affix our signatures as of the date first written above.

METRO WASTE AUTHORITY

By: _____
Name: Michael McCoy
Title: Executive Director

WASTE CONNECTIONS OF IOWA, INC.

By: _____
Name: Robert Gill
Title: District Manager

WASTE MANAGEMENT OF IOWA, INC.

By: _____
Name: Kent Harrell
Title: Director of Public Sector

ANKENY SANITATION, INC.

By: _____
Name: Andrew Larson
Title: Vice President

Exhibit A

**Fiscal Year 2020-2021
Quarterly Revenue Share For MWA by and among
Waste Connections of Iowa, Inc., Ankeny Sanitation, Inc. and Waste Management of Iowa, Inc.**

100% OF REVENUE TO WASTE CONNECTIONS OF IOWA, INC.

Cappel's Ace Hardware - 5003 EP True Parkway, West Des Moines
Hy-Vee - 1990 Grand Avenue, West Des Moines
Hy-Vee - Mills Civic, 555 S 51st Street, West Des Moines
Hy-Vee Drugstore - 1010 60th Street, West Des Moines
Vine Food & Liquor - 2704 Vine Street, West Des Moines

100% OF REVENUE TO ANKENY SANITATION, INC.

Cappel's Ace Hardware - 1120 Sunset Drive, Norwalk
Hy-Vee - 7101 University Avenue, Windsor Heights
City of Windsor Heights
City of Norwalk
City of Clive
City of Grimes
City of Johnston
City of Polk City
Fareway - 1101 S. 5th Street, Polk City
City of Bondurant
Johnston Hardware
Price Chopper - 5440 NW 86th St, Johnston

86% OF REVENUE TO WASTE MANAGEMENT OF IOWA, INC.; 14% OF REVENUE TO ANKENY SANITATION, INC.

Hy-Vee - 108 8th Street SW, Altoona
Hy-Vee - 4815 Maple Drive, Pleasant Hill

80% OF REVENUE TO WASTE CONNECTIONS OF IOWA, INC.; 20% OF REVENUE TO ANKENY SANITATION, INC.

True Value - 100 Grand Avenue, West Des Moines
Fareway - 329 Grand Avenue, West Des Moines
Hy-Vee - West Lakes, 1725 Jordan Creek Parkway, West Des Moines
Hy-Vee - 1700 Valley West Drive, West Des Moines
Hy-Vee - 1005 E. Hickman Road, Waukee
Menards - Clive 12000 Hickman Road

100% OF REVENUE TO WASTE MANAGEMENT OF IOWA, INC.

City of Altoona
City of Pleasant Hill
City of Runnells
City of Mitchellville

Metro Waste Authority Board

Monthly Board Meeting

September 16, 2020

AGENDA ITEM 9

ITEM:

Approval of P-59 Material Recovery Facility Construction Manager Agent.

SUMMARY:

Metro Waste Authority (MWA) put out an RFP for Construction Management-Agency (CMa) Services for construction of the material recovery facility (MRF). The RFP was prepared and distributed to four entities: Estes Construction, Cambridge Companies, Graham Construction Company, and Turner Construction Company. Two firms submitted proposals, which were reviewed by Christensen Development, ISG, and MWA staff. Additionally, interviews were held with the two groups that submitted proposals.

DISCUSSION POINTS:

Although Estes submitted an overall lower price, MWA recommends hiring Graham Construction Company as CMa for the MRF. In addition to their portfolio of similar projects and glowing reputation across central Iowa, Graham offers a 10% overall price guarantee that they will complete the project in accordance with the schedule, which is imperative for the MRF.

Fee Breakdown:

- Graham
 - o Fee: $2.85\% \$527,250 + \$630,113 = \$1,157,363$
- Estes
 - o Fee: $2.9\% 536,500 + \$432,236 = \$986,736$

STAFF RECOMMENDATION:

Staff recommends the approval of hiring Graham Construction Company as the P-59 Material Recovery Facility Construction Manager Agent.

BUDGET REQUIREMENTS:

There are no additional budget requirements, as Graham Construction Company's overall fee is comparable to the cost estimate included in the previously approved budget.

ATTACHMENTS:

Attachment A – CMa Agreement between MWA and Graham Construction Company

Attachment B – Graham Construction Proposed Fee

CONTACT:

Michael McCoy, executive director, 515.323.6519

AIA[®] Document C132[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 16th day of September in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Metro Waste Authority
300 E. Locust Street, Suite 100
Des Moines, Iowa 50309

and the Construction Manager:
(Name, legal status, address and other information)

Graham Construction Company
421 Grand Avenue
Des Moines, Iowa 50309

for the following Project:
(Name, location and detailed description)

Metro Waste Authority Material Recovery Facility
4185 SE Beisser Drive
Grimes, Iowa 50111

The Architect:
(Name, legal status, address and other information)

ISG
508 East Locust Street
Des Moines, Iowa 50309

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. ^aAIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

The Owner ("MWA") has retained the Construction Manager to assist in constructing a Materials Recovery Facility (MRF) located on Biesser Lange in Grimes, Iowa. Christensen Development is acting as Owner's Representative for MWA and ISG is the architect. See Plans and Specifications for the Project.

§ 1.1.2 The Project's physical characteristics:

The Materials Recovery Facility will be 103,000 square feet and includes a large tip floor, office, break room and an overlooking education space. In addition, there are accessory buildings that will help complete the campus, which include a maintenance shop and a hazardous materials building. In addition to the buildings being construed as part of this Project, MWA has retained the CP Group as the equipment vendor for the MRF, and one of the Construction Manager's responsibilities will be to coordinate the installation of the equipment into the building(s).

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: Estimated hard construction cost of \$18,500,000

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Init.

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User Notes:

Issue Bid Documents—September 17, 2020

.2 Commencement of construction:

October 22, 2020

.3 Substantial Completion date or milestone dates:

November 1, 2021

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

The Construction Manager will competitively bid multiple Prime Contractors. The number of Prime Contractors to be determined and approved by the Owner after consultation with the Construction Manager.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

NA

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

None identified

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Christensen Development
Angie Pfannkuch and Jake Christensen
215 E. 3rd Street, Suite 300
Des Moines, Iowa 50309
515-822-3257

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other information.)

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(List name, legal status, address and other information.)

.1 Land Surveyor:

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.2 Geotechnical Engineer:

Allender Butzke Engineers, In
3660 109th Street
Urbandale, Iowa 50322

.3 Civil Engineer:

ISG
508 E Locust Street
Des Moines, Iowa 50309

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Adam Douglas
Senior Project Manager
Graham Construction Company
421 Grand Avenue
Des Moines, Iowa 50309
515-645-9526

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Steve Hauschilt—Project Executive
Adam Douglas—Senior Project Manager
Jed Bockenstedt—Field Engineer
Mark Hasek—Senior Preconstruction Leader
Brandon Halsey—Superintendent

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

.2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

None unless approved in advance by Owner.

Init.

§ 1.1.15 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. The Construction Manager shall purchase from an insurer that has a current A.M. Best Rating of A-VI or better. The Owner and Contractor waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars(\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars(\$500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars(\$2,000,000.00) per claim and in the aggregate.

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§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. All liability policies except Worker's Compensation shall be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to MWA under Iowa Code section 670.4 as it now exists or may be amended from time to time." The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to MWA under Iowa Code chapter 670 as it now exists or may be amended from time to time."

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's

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review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall develop and prepare a request for proposal for each contract to be awarded, issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

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§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.23 The Construction Manager shall coordinate the Project with Owner's previously-awarded contract with CP Group for the construction of an automated sorting system equipment, and shall coordinate the installation of the equipment with the construction of the Project awarded in this contract, but in no event shall the Construction Manager be responsible for the performance of such equipment.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

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§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the

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Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

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§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

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§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings		
§ 4.1.2 Architectural interior design (B252™-2007)		
§ 4.1.3 Tenant-related services		
§ 4.1.4 Commissioning (B211™-2007)		
§ 4.1.5 LEED® certification (B214™-2012)		
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed by November 1, 2021, unless an alternate date of completion has been approved by the Owner, the Construction Manager agrees to refund 10% of their Fee.

§4.3.4 If the Owner adds additional work to the Project or otherwise increases the scope of the Project, the Owner and Construction Manager will meet to discuss an alternate completion date and Additional Services compensation due to the Construction Manager. Any such agreement shall be approved by the parties and added as an addendum to this Agreement.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as

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Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages,

except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees ("Indemnitees") harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law (each, a "Claim"), arising out of or relating from or in connection with: (i) the professional services performed by Construction Manager under this Agreement, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement, and (ii) the death or bodily injury of any employee, customer or business invitee of the Construction Manager, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in the Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Construction Manager of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Construction Manager of its obligations hereunder, except to the extent that the Construction Manager is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Construction Manager to direct the defense of any such Claim, with counsel of the Construction Manager's choosing, and shall provide the Construction Manager, at the Construction Manager's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Construction Manager shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Construction Manager shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event any legal action arises out of the performance or non-performance of this Indemnity obligation under this Section 8.1.3, the prevailing party shall be paid, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

Init.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager or immediately upon the occurrence of a force majeure event under Section 9.8, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

§ 9.8 If either party is delayed at any time in the commencement or progress of the Project by (1) changes ordered in the work; or (2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions, issuance of an order of the court or other public authority having jurisdiction that requires all work to be stopped, an act of government, such as declaration of national emergency, that requires all work to be stopped, restrictions on business, access, or travel, stemming from epidemics and/or pandemics, including but not limited to COVID-19, or other causes beyond the party's control, then the contract time shall be extended for a reasonable time.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Preconstruction Costs: \$3,520

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Construction Manager Reimbursable: \$626,593

Construction Manager Fee: 2.85% of total construction costs

See Exhibit A

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

Init.

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Two point eight five percent (2.85 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Senior Project Manager	\$110/hr
Field Engineer	\$75/hr
Project Coordinator	\$65/hr
Superintendent	\$95/hr

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus two point eight five percent (2.85 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Interest rate set by rule pursuant to Iowa Code Section 74A.2

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Metro Waste Authority

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Steve Hauschilt, President & CEO
Graham Construction

(Printed name and title)

Additions and Deletions Report for AIA® Document C132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:30:51 ET on 09/11/2020.

PAGE 1

AGREEMENT made as of the 16th day of September in the year 2020

...

Metro Waste Authority
300 E. Locust Street, Suite 100
Des Moines, Iowa 50309

...

Graham Construction Company
421 Grand Avenue
Des Moines, Iowa 50309

...

Metro Waste Authority Material Recovery Facility
4185 SE Beisser Drive
Grimes, Iowa 50111

...

ISG
508 East Locust Street
Des Moines, Iowa 50309

PAGE 2

~~(Identify documentation or state the manner in which the program will be developed.)~~ The Owner ("MWA") has retained the Construction Manager to assist in constructing a Materials Recovery Facility (MRF) located on Biesser Lange in Grimes, Iowa. Christensen Development is acting as Owner's Representative for MWA and ISG is the architect. See Plans and Specifications for the Project.

...

~~(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)~~ The Materials Recovery Facility will be 103,000 square feet and includes a large tip floor, office, break room and an overlooking education space. In addition, there are accessory buildings that will help complete the campus, which include a maintenance shop and a hazardous materials building. In addition to the buildings being construed as part of this Project, MWA has retained the CP Group as the equipment vendor for the MRF, and one of the Construction Manager's responsibilities will be to coordinate the installation of the equipment into the building(s).

...

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: Estimated hard construction cost of \$18,500,000

(Provide total and, if known, a line item breakdown.)

PAGE 3

Issue Bid Documents—September 17, 2020

...

October 22, 2020

...

November 1, 2021

...

The Construction Manager will competitively bid multiple Prime Contractors. The number of Prime Contractors to be determined and approved by the Owner after consultation with the Construction Manager.

...

NA

...

None identified

...

Christensen Development
Angie Pfannkuch and Jake Christensen
215 E. 3rd Street, Suite 300
Des Moines, Iowa 50309
515-822-3257

PAGE 4

Allender Butzke Engineers, In
3660 109th Street
Urbandale, Iowa 50322

...

ISG
508 E Locust Street
Des Moines, Iowa 50309

...

Adam Douglas
Senior Project Manager
Graham Construction Company
421 Grand Avenue
Des Moines, Iowa 50309

515-645-9526

...

Steve Hauschilt—Project Executive
Adam Douglas—Senior Project Manager
Jed Bockenstedt—Field Engineer
Mark Hasek—Senior Preconstruction Leader
Brandon Halsey—Superintendent

...

None unless approved in advance by Owner.

PAGE 5

NA

...

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. The Construction Manager shall purchase from an insurer that has a current A.M. Best Rating of A-VI or better. The Owner and Contractor waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than ~~(\$—)~~One Million Dollars(\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than ~~(\$—)~~One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~(\$—)~~Five Hundred Thousand Dollars(\$500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than ~~(\$—)~~Two Million Dollars(\$2,000,000.00) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. All liability policies except Worker's Compensation shall be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to MWA under Iowa Code section 670.4 as it now exists or may be amended from time to time." The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to MWA under Iowa Code chapter 670 as it now exists or may be amended from time to time."

PAGE 7

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for ~~quasi-governmental~~ quasi-governmental authorities for inclusion in the Contract Documents.

...

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall ~~develop and prepare a request for proposal for each contract to be awarded,~~ issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

PAGE 8

§ 3.2.23 The Construction Manager shall coordinate the Project with Owner's previously-awarded contract with CP Group for the construction of an automated sorting system equipment, and shall coordinate the installation of the equipment with the construction of the Project awarded in this contract, but in no event shall the Construction Manager be responsible for the performance of such equipment.

PAGE 13

§ 4.3.3 If the services covered by this Agreement have not been completed ~~within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.~~ by November 1, 2021, unless an alternate date of completion has been approved by the Owner, the Construction Manager agrees to refund 10% of their Fee.

§4.3.4 If the Owner adds additional work to the Project or otherwise increases the scope of the Project, the Owner and Construction Manager will meet to discuss an alternate completion date and Additional Services compensation due to the Construction Manager. Any such agreement shall be approved by the parties and added as an addendum to this Agreement.

PAGE 16

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees ("Indemnitees") harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, law (each, a "Claim"), arising out of or relating from or in connection with: (i) the professional services performed by Construction Manager under this Agreement, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. ~~The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~ Agreement, and (ii) the death or bodily injury of any employee, customer or business invitee of the Construction Manager, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in the Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Construction Manager of such Claim: provided, however, the failure by an Indemnitee to give such notice shall not relieve the Construction Manager of its obligations hereunder, except to the extent that the Construction Manager is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Construction Manager to direct the defense of any such Claim, with counsel of the Construction Manager's choosing, and shall provide the Construction Manager, at the Construction Manager's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Construction Manager shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Construction Manager shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event any legal action arises out of the performance or non-performance of this Indemnity obligation under this Section 8.1.3, the prevailing party shall be paid, in addition to any damages, all expenses of such action including

reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 17

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 18

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, Manager or immediately upon the occurrence of a force majeure event under Section 9.8, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

...

§ 9.8 If either party is delayed at any time in the commencement or progress of the Project by (1) changes ordered in the work; or (2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions, issuance of an order of the court or other public authority having jurisdiction that requires all work to be stopped, an act of government, such as declaration of national emergency, that requires all work to be stopped, restrictions on business, access, or travel, stemming from epidemics and/or pandemics, including but not limited to COVID-19, or other causes beyond the party's control, then the contract time shall be extended for a reasonable time.

PAGE 19

Preconstruction Costs: \$3,520

...

Construction Manager Reimbursable: \$626,593

Construction Manager Fee: 2.85% of total construction costs

See Exhibit A

PAGE 20

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Two point eight five percent (2.85 %), or as otherwise stated below:

...

<u>Senior Project Manager</u>	<u>\$110/hr</u>
<u>Field Engineer</u>	<u>\$75/hr</u>
<u>Project Coordinator</u>	<u>\$65/hr</u>
<u>Superintendent</u>	<u>\$95/hr</u>

...

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus two point eight five percent (2.85 %) of the expenses incurred.

...

§ 11.7.1 An initial payment of (~~\$~~) zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (~~—~~) thirty

(30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

PAGE 21

%—Interest rate set by rule pursuant to Iowa Code Section 74A.2

...

Metro Waste Authority

Steve Hauschilt, President & CEO
Graham Construction

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:30:51 ET on 09/11/2020 under Order No. 2404986831 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A

Graham Proposed Fee:

We propose that our construction management fee for this project will be **2.85%** of the cost of the work. This fee does not include the cost of general conditions, reimbursable costs, or project management supervisory personnel. The following reimbursable matrix is based off a 13 month schedule starting after Board Approval on September 16, 2020 and going until November 1, 2021. A small Preconstruction Fee has been included for the time period between the CM selection and board approval for us to review drawings, budgets, and prepare to take the project out to bid.

	CM Reimbursables	Included in Fee	Excluded
PROJECT MANAGEMENT STAFFING	\$549,578		
Senior Project Manager - 20 hrs/wk @ \$110hr	X		
Field Engineer - 40 hrs/wk @ \$75hr	X		
Project Coordinator - 8 hrs/wk @ \$65hr	X		
Superintendent - 40 hrs/wk @ \$95hr	X		
Field Operations Manager		X	
Project Executive		X	
Home Office Expense		X	
Admin Travel	X		
JOBSITE REIMBURSABLES	\$77,015		
Office Trailer, Furniture & Set Up	X		
Office Trailer Electrical	X		
Computers	X		
Office Supplies	X		
Postage & Deliveries	X		
Printing	X		
Bid Documents			X
Drinking Water	X		
Project Signage			X
Internet Service & Monthly Charges	X		
Copy Machine/Printer	X		
Cell Phones & Tablets	X		
Project Management Software (Procore)	X		
Safety Program	X		
Closeout Out Documents	X		
PRECONSTRUCTION	\$3,520		
Preconstruction & Estimating	X		
TOTAL GENERAL CONDITIONS	\$630,113		

Metro Waste Authority Board
Monthly Board Meeting
September 16, 2020
AGENDA ITEM 10

ITEM:

Set Public Hearing for Material Recovery Facility Subcontractors on October 21, 2020.

SUMMARY:

A public hearing will be held by Metro Waste Authority (MWA) on proposed bid packages for the construction of the material recovery facility (MRF) at 5:45 pm local time on Wednesday, October 21, 2020, at Central Office. At said time and place, any interested person may appear and file objections thereto. Written objections may also be filed in advance at the following address: 300 E. Locust Street, Ste.100, Des Moines, Iowa 50309.

DISCUSSION POINTS:

Pre-construction bid documents for the MRF will be released September 17, 2020, seeking bids from qualified and experienced subcontractors for eleven divisions of construction, which include site/utilities, footings/slabs, landscaping, paving, precast/steel, roofing/flashing, glazing/exterior panels, general construction, elevator, mechanical, and electrical.

The bid-opening date is scheduled for October 15, 2020.

STAFF RECOMMENDATION:

Staff recommends the approval of setting a public hearing for material recovery facility subcontractors on October 21, 2020.

ATTACHMENTS:

Attachment A – Notice of Public Hearing

CONTACT:

Michael McCoy, executive director, 515.323.6519

**NOTICE OF PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND COST ESTIMATIONS FOR THE MATERIAL
RECOVERY FACILITY IN GRIMES, IOWA**

**BOARD OF DIRECTORS
METRO WASTE AUTHORITY**

Notice is hereby given that a public hearing will be held at 5:45 p.m., October 21, 2020 at the Metro Waste Authority Central Office, 300 E. Locust Street – Suite 100 – Des Moines, Iowa 50309.

DESCRIPTION: The work includes, but is not limited to, construction of 103,000 sf facility to house material recycling equipment along with a two-story office building that includes, locker room, break room, maintenance space, and an education center.

Notice to Bidders was circulated in accordance with Iowa law, with bids to be opened and assessed on October 15, 2020.

The public hearing will receive comments on the proposed construction of the Metro Waste Authority Material Recovery Facility and to review and approve plans, specifications, form of contract, and estimated construction costs for the improvements. In addition, proposals may be acted on by the MWA Board at this hearing, or at such later time and place as may be fixed. MWA reserved the right to award the Contract at the time of said meeting or to reject any or all bids as it shall deem in the best interest of MWA. Any individual may file written comments and/or be heard at said hearing. Additional information can be obtained through the Administration Office (515) 244-0021.

Bidding Documents may be viewed at the office of the Construction Manager, Graham Construction Company, 421 Grand Ave, Des Moines, IA 50309. For more information on reviewing the construction documents contact Adam Douglas at (515) 645-9526.

Metro Waste Authority Board
Monthly Board Meeting
September 16, 2020
AGENDA ITEM 11

ITEM:

Approval of 2013 CAT D8T Dozer Rebuild at Metro Park East Landfill.

SUMMARY:

Unit DOZ514 is a 2013 CAT D8T landfill dozer with 14,198 hours.

Ziegler is the recommended vendor for the rebuild priced at \$414,253.20.

DISCUSSION POINTS:

Dozers are utilized at Metro Park East Landfill (MPE) for pushing garbage at the working face to the landfill compactor, for spreading cover material, and for excavating cover soil. MPE currently has a fleet of 3 CAT D8T's for this purpose.

The warranty offered on this rebuild is a 10-year, 10,000-hour powertrain, and 1-year unlimited hours on all other repairs.

STAFF RECOMMENDATION:

Staff recommends approval of the Ziegler rebuild for \$414,253.20

BUDGET REQUIREMENTS:

The dozer rebuild was budgeted in FY19/20 for \$400,000. Funds for the unbudgeted amount of \$14,235.20 are available in the FY19/20 Capital Equipment Fund, funded in replacement of a budgeted Litter VAC Unit.

ATTACHMENTS:

Attachment A – Ziegler Rebuild Proposal

CONTACT:

Brian Krueger, disposal operations manager, 515.333.4447

901 West 94th Street
Minneapolis, MN 55420-4236
952.888.4121
800.352.2812
www.zieglercat.com

August 20, 2020

Metro Waste Authority
300 E Locust St Ste. 100
Des Moines, IA 50309

RE: Caterpillar D8T Track Type Tractor CPT+ Rebuild

Dear Metro Waste Authority;

Thank you for allowing me to quote the upcoming repairs on your D8T Track Type Tractor.

In consideration of this machine's current hours and repair history, I am proposing a ***Ziegler Certified Power Train Plus Machine Rebuild with a guaranteed do not exceed price.***

Included in proposed price are the following items:

- A thorough evaluation of the machine and operational functions
- The complete scope of work as listed on page two of this proposal
- The latest critical engineering updates per Caterpillar recommendation
- 12 months free air time and Vision Link access
- A 10-year, 10,000 hour extended power train warranty*
- A 1-year, unlimited hour warranty (*All repairs performed by Ziegler at time of rebuild*)
- The cost effective 2nd life that is built into every Cat machine

In addition to the standard Ziegler Certified Power Train Machine Rebuild scope of work, and based upon the Technical Analysis (TA) inspection performed on your machine, we have some additional repairs recommended. Attached Estimate of this letter highlights the additional repairs for your reference. Based upon TA inspection results and at your discretion, these repairs can be included in the Ziegler Certified Power Train Plus Machine Rebuild.

It is important to note that warranty compliance requires that you maintain proper maintenance records including performing S.O.S. Services fluid sampling at the appropriate intervals. Engine crankcase and transmission oil must be sampled at 10 hours initially and at applicable intervals thereafter. Other major component compartments must be sampled at 500 operating hours, per Caterpillar's machine Operation and Maintenance Manual.

We take great pride in our work and appreciate this opportunity to serve you and your machine needs. Thank you for your consideration and please contact me with any questions regarding this proposal.

Standard Scope of Work – Track Type Tractor (included in quoted price)

- Clean Machine For Repairs
- Remove & Install Radiator
- Repair Radiator Hardnose-- Pins, Bearings
- Recondition Radiator With New Cores, Baffles, Hoses
- Replace Aftercooler & Hoses
- Replace Hydraulic Oil Cooler
- Replace With Cat Reman Fan Motor
- Remove & Install Engine & Torque Converter-With Fire Suppression & Guards
- Remove & Install Torque Converter Engine Removed
- Recondition Engine Major*
- Guaranteed Extra Parts/Labor/Misc. For Engine Major
- Replace With Cat Reman Transmission Cooler
- Replace NRS Cooler
- Repair Or Replace Clean Emissions Module
- Replace Def Manifold & Reman Pump
- Replace Exhaust Heat Shielding
- Rebearing & Reseal Torque Converter*
- Guaranteed Extra Parts/Labor/Misc. For Torque Converter
- Remove & Install Trans & Differential Unit With Counterweight
- Recondition Before Failure Trans & Differential Unit*
- Guaranteed Extra Parts/Labor/Misc. For Trans & Differential Unit
- Remove & Install Transmission Pump
- Repair Or Replace With Cat Reman Transmission Pump
- Reseal Transmission Priority Valve
- Replace Transmission/Fuel/Steering/Hydraulic Fan Hoses
- Reseal Trans Filter Base
- Remove & Install Tracks & Roller Frames With Striker Bars
- Reseal Pivot Shafts
- Remove & Install Left Final Drive, Brake & Diff
- Rebearing & Reseal Left Diff Steering Drive & Brake*
- Guaranteed Extra Parts/Labor/Misc. For Diff Steering Drive & Brake
- Rebearing & Reseal Left Final Drive Off Machine*
- Guaranteed Extra Parts/Labor/Misc. For Final Drive
- Remove & Install Right Final Drive & Brake System
- Rebearing & Reseal Right Planetary & Brake*
- Guaranteed Extra Parts/Labor/Misc. For Planetary & Brake
- Rebearing & Reseal Right Final Drive Off Machine*
- Guaranteed Extra Parts/Labor/Misc. For Final Drive
- Remove & Install Steering / Brake Valve
- Reseal Steering / Brake Valve
- Repair Main Drive Shaft/Pump Drive With New U-Joints
- Repair Or Replace With New Implement Pump
- Replace With Cat Reman Steering Pump
- Replace With Cat Reman Fan Pump
- Replace With Cat Reman Differential Steering Motor
- Remove & Install Main Control Valve
- Recondition Main Control Valve – Replace Accumulator
- Repair Governor & Brake Control
- Repair Steering / Trans Control
- Replace Implement Control Joystick-Electric
- Repair A/C System -- Replacing Compressor / Air Dryer / Recharge System
- Replace All Hoses
- Repair Misc. Electrical -- New Batteries/ Cables
- Replace 4 Ecm's
- Replace Heater Hoses
- Misc. Oil & Filters
- Required Product Updates
- Set Pressures & Recalibrate Machine

- Install Product Link With One Year Air Time
- Replace Bulldozer Pins, Bushings, Connectors, Cutting
- Edges & Shim Tighten
- Replace Trunnions On Tractor
- Machine Bulldozer Bores, Tilt Cylinder & Tilt Link
- Machine Hardnose Mounting Bores
- Replace Lift Cylinder Yoke Bearings In Hardnose
- Weld & Machine Yokes
- Misc. Salvage/Weld
- Remove & Install Equalizer Bar---Replace Pins, Bearings & Pads
- Machine Equalizer Bar & Center Saddle Bores
- Replace Engine Enclosure Seals, Adjust Doors
- Replace Precleaner & Exhaust Stack
- Replace Hydraulic Hoses
- Replace Machine Harnesses/Misc. Electrical
- Recondition Cab Level 3---With New Condenser Unit & A/C Unit
 - Cleaning Entire Cab
 - Replace Floor Mat
 - Replace Seat Cushions, And Headliner
 - Replace Seat Group
 - Replace Seat Suspension
 - Replace All Cab Filters
 - Cleaning Evaporator And Coil
 - Replace Wiper Blades
 - Replace Arm Rests, Mirrors
 - Replace Glass, All Seals
 - Replace Louvere Assemblies
 - Replace Plastic Panels And Consoles
 - Replace Duct Working
 - Replace Gaskets And Hardware
 - Strip and Painting Cab
- Paint Machine
- Hone & Reseal Lift Cylinders
- Hone & Reseal Tilt Cylinder
- *The following price is based on a running core without known major component failures at the time of rebuild.*
- No new Fire Suppression is Estimated in the above Scope

Note: Components denoted with an "*" are covered by Ziegler's extended power train warranty. These components are covered for 10-years or 10,000 hours, whichever comes first. All other repairs completed by Ziegler during this rebuild are covered for 1-year unlimited hours.

Total Rebuild Cost with all additional repairs & discounts included	\$414,253.20
<u>*Machine Rebuild must invoice by December 31, 2020*</u>	<u>Taxes and fees not included</u>

Sincerely,

Brant Mischke
Machine Rebuild Manager
952.212.7972

Metro Waste Authority Board

Monthly Board Meeting

September 16, 2020

AGENDA ITEM 12

ITEM:

Approval of Rate Increase for Electronic Waste Disposal.

SUMMARY:

Metro Waste Authority (MWA) was informed in mid-June that Goodwill would no longer accept recycled electronics disposed of through the Hazardous Waste Program. Staff conducted a cost analysis and determined an updated, increased price structure is necessary to cover the cost of electronic waste (e-waste) disposal through a different vendor. Specifically, the increase will cover TV and computer monitor e-waste recycling costs.

DISCUSSION POINTS:

The proposed fee to recycle a TV, including computer monitors, with a screen size 39" or less will increase from \$15 to \$20. Likewise, the proposed fee to recycle a TV greater than 39" will increase from \$25 to \$30. All computers and computer-related equipment (i.e. printers, keyboards, scanners) will now be charged \$0.50 per pound. The proposed price increase will affect disposal rates at both Hazardous Waste Drop-Off facilities, Metro Park East Landfill, and Metro Park West Landfill.

STAFF RECOMMENDATION:

Staff recommends approval of the rate increase for electronic waste disposal.

BUDGET REQUIREMENTS:

If the proposed rates are not implemented, MWA would absorb the unbudgeted increased disposal costs.

CONTACT:

Kyle Fischer, MHWD facility manager, 515.333.4431