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COMMUNITY DEVELOPMENT

**Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement**

MEMORANDUM

To: Mayor and City Council Members
Cc: Gregg Mandsager, City Administrator
From: Steven Boka, Director of Community Development
Date: April 1, 2013
Re: Request for DERA Contract Amendment - IDNR

INTRODUCTION: The City has been working with the Iowa Department of Natural Resources to reduce diesel emission reduction on several vehicles operated by the Transit and Public Works divisions.

BACKGROUND: In November of 2012, the City Council approved entering into an agreement with the IDNR (Contract # 13S-ESDAQB0001-7260CIAM) that provided funding to equip several transit buses and other vehicles in the Public Works division with diesel emissions reduction equipment at a cost not to exceed \$123,564.00. Since the initial award, the city has been able to complete testing of these vehicles and have determined that it is possible to provide emissions reduction equipment on additional equipment. As a result, an amendment has been prepared to the original agreement that will permit the city to maximize the use of these funds. If approved, there will be no increase in funding made available.

RECOMMENDATION/RATIONALE: It is recommended that the City Council authorize the Director of Community Development to sign the attached amended agreement on behalf of the City with the IDNR for diesel emission reduction on the equipment as identified in the Agreement.

BACKUP INFORMATION:

1. Amended Agreement.

IOWA DEPARTMENT OF NATURAL RESOURCES

**Amendment Number A01 to
CONTRACT NUMBER 13S-ESDAQB0001-7260CIAM**

Between

**IOWA DEPARTMENT OF NATURAL RESOURCES
And
CITY OF MUSCATINE**

IN WITNESS THEREOF, the parties hereto have executed this Contract Amendment on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____
Bruce Trautman, Deputy Director

Date: _____

CONTRACTOR

By: _____
Steve Boka, Community Development Director

Date: _____

For DNR use only:

- 1 Retain the original contract in the project file and send a hardcopy with the first invoice.
- 2 a) Fax contract to 515-281-8895 (check one box below before faxing)

OR

b) Email scanned copy to your Division's Contract Rep:

DIVISION	DIVISION CONTRACT REP
<input type="checkbox"/> Conservation & Recreation	Kim.Rasler@dnr.iowa.gov
<input type="checkbox"/> Director's Office	Karen.Fynaardt@dnr.iowa.gov
<input checked="" type="checkbox"/> Environmental Services	Jerah.Sheets@dnr.iowa.gov
<input type="checkbox"/> Management Services	Jennifer.StJohn@dnr.iowa.gov

If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9th Street, Des Moines, IA 50319.

This Contract Amendment is entered is between the Iowa Department of Natural Resources (DNR) and the City of Muscatine (Muscatine). The parties agree as follows:

Section 1 STATEMENT OF PURPOSE

- 1.1 Purpose.** The purpose of the Contract Amendment is to modify Tasks to the Original Contract, without extending the time of performance previously allowed. The purpose as identified in the Original Contract item 2.2, is revised as follows:
- 2.2 Purpose:** The parties have entered into this Contract for the purpose of allowing Muscatine to voluntarily reduce emissions through the purchase and installation of retrofit technologies, including six (6) Diesel Particulate Filters, six (6) Back Pressure Monitors, nine (9) Crankcase Ventilation Systems, nine (9) Diesel Oxidation Catalysts, and two (2) Regeneration Panels.”

Section 2 DURATION OF CONTRACT AMENDMENT

- 2.1 Term of Contract Amendment.** The term of this Contract Amendment shall be from March 28, 2013 through September 25, 2013 unless terminated earlier in accordance with the Termination section of the Original Contract. However, this Contract Amendment shall not begin until it has been signed by both parties.
- 2.2 Approval of Contract Amendment.** If the amount of compensation to be paid by DNR according to the terms of the original Contract together with this Contract Amendment is equal to or greater than \$25,000.00 and the Contract was never approved by the commission; or if this Contract Amendment increases the original value of the Contract by \$25,000 or by more than 10% of the Original Contract value, whichever is greater, then performance shall not commence unless by March 15, 2013 this Contract Amendment has been approved by the Environmental Protection Commission.

Section 3 CONTRACT AMENDMENT STATEMENT OF WORK

- 3.1 Statement of Work.** As part of this Contract Amendment, Muscatine shall perform the following revised Tasks, identified in the Original Contract as item 5.1. Muscatine shall complete its obligations under this Contract Amendment by the Task Milestone Dates set out below.

Obligation	Task Milestone Date
<p><u>Original Task 1 is revised as follows:</u></p> <p>Task 1: Diesel Particulate Filters</p> <p>Description of Revision: Muscatine shall purchase and install six (6) Diesel Particulate Filters (DPFs) and six (6) Back Pressure Monitors.</p> <p>Muscatine shall purchase 6 DPFs and 6 Back Pressure Monitors. Muscatine shall ensure that the retrofit equipment is:</p> <ul style="list-style-type: none"> A verified technology. Verify technologies at http://epa.gov/cleandiesel/verification/verif-list.htm or http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm. Procured fairly and in open competition, according to City of Muscatine procurement requirements. <p>Muscatine shall install or have an outside source install 6 DPFs and 6 Back Pressure Monitors on the following vehicles:</p> <ul style="list-style-type: none"> 2006, Navistar (VIN#1FDXE45P06HB33120) 2006, Navistar (VIN#1FDXE45P26HB33121) 2006, Navistar (VIN#1FDXE45P46HB33122) 2006, Navistar (VIN#1FDXE45P66HB33123) 2006, Navistar (VIN#1FDXE45P86HB33124) 2006, Navistar (VIN#1FDXE45PX6HB33125) 	<p>No later than</p> <p><u>Purchase:</u> 4/30/13</p> <p><u>Install:</u> 8/30/13</p>

Obligation	Task Milestone Date
<p>Original Task 2 is revised as follows:</p> <p>Task 2: Regeneration Panel</p> <p>Description of Revision: Muscatine shall purchase and install two (2) Regeneration Panels.</p> <p>Muscatine shall purchase 2 Regeneration Panels. Muscatine shall ensure that the panels are procured fairly and in open competition according to City of Muscatine procurement requirements.</p> <p>Muscatine shall install or have an outside source install 2 Regeneration Panels in the City of Muscatine Storage Garage.</p>	<p>No later than</p> <p><u>Purchase:</u> 4/30/13</p> <p><u>Install:</u> 8/30/13</p>
<p>Original Task 3 is revised as follows:</p> <p>Task 3: Crankcase Ventilation Systems and Diesel Oxidation Catalysts</p> <p>Description of Revision: Muscatine shall purchase and install nine (9) Crankcase Ventilation Systems (CCVs) and nine (9) Diesel Oxidation Catalysts (DOCs).</p> <p>Muscatine shall purchase 9 CCVs and 9 DOCs. Muscatine shall ensure that the retrofit equipment is:</p> <ul style="list-style-type: none"> a verified technology. Verify technologies at http://epa.gov/cleandiesel/verification/verif-list.htm or http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm. procured fairly and in open competition according to City of Muscatine procurement requirements. <p>Muscatine shall install or have an outside source install 9 CCVs and 9 DOCs on the following vehicles:</p> <ul style="list-style-type: none"> 1994, International DT466 (VIN#1HTSHAAT7RH674435) 1995, International DT466 (VIN#1HTSHAAT8SH669365) 1998, International DT466E (VIN#1HTSCAAN8WH570972) 2000, Caterpillar 312B (VIN#1GDM7H1C3YJ507710) 2001, Caterpillar 312B (VIN#2FZAASAK21AH93732) 2002, Caterpillar 312B (VIN#1GDM7J1C62J505778) 2002, Caterpillar 312B (VIN#2FZAAWAK92AK07744) 2004, Mercedes MBE900 (VIN#1FVACXCS24HN23937) 2004, Mercedes MBE900 (VIN#1FVABXCS84HM25479) 	<p>No later than</p> <p><u>Purchase:</u> 4/30/13</p> <p><u>Install:</u> 8/30/13</p>

Section 4 COMPENSATION

4.1 The budget as identified in the Original Contract item 7.4, is revised as follows:

7.4 Budget. The budget for this Contract shall be as follows:

Task	Amount of compensation per Task
Task 1: Diesel Particulate Filters 6 Diesel Particulate Filters & Back Pressure Monitors (\$9,720/vehicle) Installation (\$5,400) Pre-test & Maintenance (\$817.77/vehicle)	Not to exceed \$ 68,626.62 \$ 58,320.00 \$ 5,400.00 \$ 4,906.62
Task 2: Regeneration Panel 2 Regeneration Panels (\$8,586.73 each) Installation (\$4,500)	Not to exceed \$ 21,673.46 \$ 17,173.46 \$ 4,500.00
Task 3: Crankcase Ventilation Systems and Diesel Oxidation Catalysts 9 Diesel Oxidation Catalysts (\$1,548.18/vehicle) 9 Crankcase Ventilation Systems (\$530.05/vehicle) Installation (\$800/vehicle) Pre-test & Maintenance (\$817.77/vehicle)	Not to exceed \$ 33,264.00 \$ 13,933.62 \$ 4,770.45 \$ 7,200.00 \$ 7,359.93
Total	Not to exceed \$123,564.08

Section 5 EFFECT OF AMENDMENT ON ORIGINAL AGREEMENT PROVISIONS

All provisions of the Original Contract shall remain in full force and effect unless specifically changed by this Contract Amendment.