

Lake Mitchell Advisory Committee
Meeting Agenda
Tuesday, April 17, 2018
4:00pm - 5:00pm - Rec Center Conference Room

1. Call To Order

2. Roll Call

3. Approval Of Minutes

Documents:

[3-13-18 MTG.PDF](#)

4. Public Input

5. Old Items

6. Agenda Items

A. Review The City Council Discussion From April 16, 2018

Documents:

[PROF SRVCS AGREEMENT - ILC REFINEMENT PHASE.PDF](#)

7. Adjourn

Draft Lake Mitchell Advisory Committee

March 13, 2018: Mitchell Recreation Center Conference Room

Present: Joe Kippes, Brian Temple, John McLeod, Mark Puetz, Marty Barington, Nate Powell, Steve Roth, City Attorney Justin Johnson, Austin Claeys (WAC), Kevin Erdmann (TAT), J.P. Skelley KORN 1490 News Director, Evan Hendershot Daily Republic

Meeting started at 4:00 p.m.

Brian Temple informed the Committee there has not been a lot of interest generated by the letter and list of available conservations programs that was mailed a few weeks ago to landowners along Firesteel Creek.

Motion John McLeod, Second Brian Temple to approve the February 13, 2018 meeting minutes as read. Motion approved and carried.

Agenda

Fyra Status – Nate Powell told the Committee in regards to Fyra they have their license hearing on March 23rd and once their license is in place than discussions can continue. Joe Kippes noted he is not familiar that process and feels the Committee should just wait until they are done with their business and then the Committee can have the discussion. Mark Puetz said there occasionally is an issue with paperwork for one reason or another. Marty Barington stated he thinks locals support a project, it is just a matter of how it will be funded that concerns them.

JRWDD Meeting – Joe Kippes informed the Committee the James River Water Development District will be holding their Board of Directors regular meeting on Thursday, March 15th at 9:00am in Huron and anyone interested in attending is welcome to ride along. Joe noted he feels that it might be beneficial to have someone attend the monthly meeting as there is the potential for seeking funding for help with watershed improvements. Mark Puetz suggested talking to the JRWDD staff and see what requests would be most feasible to submit that would potentially be moved on. John McLeod questioned if the JRWDD would be a source to utilize to send out letters to landowners. Brian Temple noted the Firesteel Creek is not a focus of theirs. Mark Puetz stated the purpose of getting the letters out was to get the information out quickly as there are some program deadlines, however, a landowner can sign up at any time if a program deadline has passed they would just wait to receive the program benefits until the program began again.

Joe Kippes informed the Committee he has been watching the fish action over the fish cities installed last year but has not as of yet seen much activity and questioned if the two new fish cities have been purchased yet for this year. Steve Roth stated one has been received and the other one ordered. Joe requested that Steve look at his calendar for the month of May and get back to him on potential dates for installation of the fish cities.

The Committee held a brief discussion on the ad placed recently in the paper showing the watershed/lake along with bullet points. Mark Puetz noted he has not heard any feedback and other Committee members noted the same thing.

Motion Mark Puetz, Second John McLeod to adjourn the Lake Mitchell Advisory Committee meeting at 4:32 p.m., noting the next meeting of the Lake Mitchell Advisory Committee to be Tuesday, April 10, 2018 at the Recreation Center Conference Room at 4:00 p.m.

Submitted by: Angel DeWaard



PROFESSIONAL SERVICES AGREEMENT

PROJECT: Lake Mitchell Phase II Internal Load Control Refinement Project **FYRA Engineering, LLC JOB #:** 052-18-02

CLIENT: City of Mitchell, SD

ADDRESS: 1300 North Main Street, Mitchell, SD 57301

CONTACT: Nathan Powell, Parks and Recreation Director **TEL:** 605.995.8450 **FAX:** _____

CONSULTANT: FYRA Engineering, LLC

ADDRESS: 12702 Westport Parkway, Suite 300, Omaha, NE 68138

CONTACT: Michael K. Sotak, P.E. **TEL:** 402.502.7131 **FAX:** 402.932.6940

PROJECT DESCRIPTION: Refinement of internal load control project defined in Draft TM including concept plans and cost refinement based on information obtained since Draft TM was submitted including sediment coring depths, bathymetric analysis and phosphorous fractionation.

SCOPE OF SERVICES (See Attachment)

SCHEDULE (See Attachment)

COMPENSATION:

The total compensation under this Agreement shall not exceed the dollar amount indicated herein or the amount authorized by Amendment(s) and/or Notice(s) to Proceed (NTP), whichever is the lesser.

LUMP SUM. Compensation for these services shall be a Lump Sum of \$ _____.

TIME AND MATERIALS. Compensation for these services will not exceed **\$80,000** without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by FYRA Engineering, LLC and as authorized in writing by Client.

Subconsultant's Direct Job Wages times a factor of _____ Budget/List of Subconsultant's Hourly Rates.

COST PLUS FIXED FEE. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses. The estimated compensation for services is \$ _____ plus a fixed fee of \$ _____ for a total of \$ _____.

COMPENSATION DETAIL (See Following Pages)

SCHEDULE OF PAYMENTS (See Following Pages)

SERVICES AUTHORIZED BY: **Execution of Agreement** or **Amendment(s) and/or NTP**

EXECUTION: Execution of this document by duly authorized representatives of FYRA Engineering, LLC and CLIENT, including FYRA Engineering LLC's Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties.

CONSULTANT: FYRA Engineering, LLC **CLIENT:** City of Mitchell, SD

BY: Michael K. Sotak, P.E. **BY:** Jerry Toomey, Mayor

SIGNATURE:  **SIGNATURE:** _____

TITLE: Owner/Principal Engineer **TITLE:** _____

DATE: 6 April 2018 **DATE:** _____



FYRA ENGINEERING, LLC STANDARD CONDITIONS

SERVICES. FYRA Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. FYRA Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by FYRA Engineering in performing their services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by FYRA Engineering is the only authorized representative to make decisions or commitments on behalf of FYRA Engineering. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to FYRA Engineering at Project inception. FYRA Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for FYRA Engineering to access the Project site(s).

PERIOD OF SERVICE. FYRA Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. FYRA Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. FYRA Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond FYRA Engineering control.

COMPENSATION. In consideration of the services performed by FYRA Engineering, the Client shall pay FYRA Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of FYRA Engineering.

PAYMENT TERMS. FYRA Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount, minus a 5% retainage to be held until Phase I of the project is complete, within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. FYRA Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to FYRA Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give FYRA Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by FYRA Engineering.

ADDITIONAL SERVICES. The Client and FYRA Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, FYRA Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. FYRA Engineering shall serve as an independent consultant for services provided under this agreement. FYRA Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by FYRA Engineering at no additional expense to the client.

STANDARD OF CARE. Services provided by FYRA Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. FYRA Engineering will not be liable for the cost of any omission that adds value to the Project.

COMPLIANCE WITH LAWS. FYRA Engineering shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, FYRA Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.



PERMITS AND APPROVALS. FYRA Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

OWNERSHIP OF DOCUMENTS. Documents prepared by FYRA Engineering for the Project are instruments of service and shall remain the property of FYRA Engineering. Record documents of service shall be based on the printed copy. FYRA Engineering will furnish documents electronically; however, the Client releases FYRA Engineering from any liability that may result from documents used in this form. FYRA Engineering shall not be held liable for reuse of documents for any purpose other than those intended under the Project. Client retains joint legal ownership to use the documents for the use intended.

INSURANCE. FYRA Engineering will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate.
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage.
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate.

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. FYRA Engineering shall be a named insured on those policies where FYRA Engineering may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. FYRA Engineering, LLC shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that FYRA Engineering will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

INDEMNIFICATION AND HOLD HARMLESS. FYRA Engineering, LLC shall indemnify and hold harmless the Client and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by FYRA Engineering, LLC its employees, or Subconsultants and/or subcontractors. Client shall indemnify and hold harmless FYRA Engineering, LLC and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by the Client, its employees, or subconsultants and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of FYRA Engineering, LLC, and the Client this indemnification applies only to the extent of the negligence of FYRA Engineering, LLC.



LIMITATION OF LIABILITY. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, Subconsultant and all other negligent entities and individuals.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within thirty (30) days of the court action.

CONSEQUENTIAL DAMAGES. Neither the Client nor FYRA Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, FYRA Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify FYRA Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of FYRA Engineering.

COST OPINIONS. If included in the scope of service, FYRA Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and FYRA Engineering acknowledge that actual costs may vary from the cost opinions prepared and that FYRA Engineering offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering FYRA Engineering does not furnish these services.

CONTRACTOR SELECTION. FYRA Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, FYRA Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. FYRA Engineering shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, FYRA Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make FYRA Engineering responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. FYRA Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. FYRA Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and FYRA Engineering acknowledge that FYRA Engineering will rely on information furnished by other parties in performing its services under the Project. FYRA Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information.



CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, FYRA Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, FYRA Engineering cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and FYRA Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. FYRA Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by FYRA Engineering with cause upon fourteen (14) days written notice. FYRA Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, FYRA Engineering shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or FYRA Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. FYRA Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. FYRA Engineering warrants that it will deliver products under the Project within the standard of care. FYRA Engineering provides no other expressed or implied warranty.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and FYRA Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and FYRA Engineering shall survive the completion or termination of services for the project.

Lake Mitchell
ILC Cost Refinement Phase Fee Estimate
6-Apr-18

	FYRA					Verax			Totals
	Principal \$190	Sr. Engineer \$155	Proj. Engineer \$135	Asst. Engineer \$105	Student Intern \$60	FYRA Expenses	Principal \$170	Student Intern \$80	
1 Watershed Land Management Assistance									
1.1 Review Watershed Coordinator Qualifications	Removed as per City request								
1.2 Identify/Prioritize Target Areas	Tabled until future phase								
2 Watershed Sampling									
2.1 Phosphorus Source Analysis	Tabled until future phase								
2.2 Dissolved P Distribution In Runoff Events	Tabled until future phase								
2.3 Bank Sediment P Adsorption Capacity	Tabled until future phase								
2.4 Refinement of Proposed Plan	Tabled until future phase								
3 Design Soft Sediment Dredging Project									
3.1 Project Management	34	10	10			\$1,000	10	\$300	\$12,360
3.2 Collect Lake Bathymetry/Soft Sediments	Completed under interim contract agreement								
3.3 Analyze Soft Sediment (Sequential Abstraction)		4			24	\$1,050	Completed under interim contract agreement		
3.4 Map Bathymetry (Soft Sediments/Hardpan)	4	8	8	24			2		\$5,940
3.5 Dredging Preliminary Design	60	20	80	40	40		10		\$33,600
3.6 Review Dredging Alternatives with City	12	12				\$710	8	\$400	\$6,610
3.7 Dredging Final Design	20	20	20	20	20	\$1,000	20		\$17,300
3.8 Prepare Bid Alternates for Dredging Project	Tabled until future phase								
3.9 Structural Review of Dam Riser Modifications	Tabled until future phase								
3.10 Dredging Project Permitting	Tabled until future phase								
3.11 Preparation of Bid Documents	Tabled until future phase								
3.12 Contractor Coordination (Incl. Pre-Bid Conf)	Tabled until future phase								
4 Initial Outside Funding Pursuit									
4.1 Meet with District III (3 Coordination Meetings)	Tabled until future phase								
4.2 Meet with State Section 319 Representatives (2 Meetings)	Tabled until future phase								
4.3 Meet with NRCS Representatives (2 Meetings)	Tabled until future phase								
									\$80,000

Assumptions

- 3.3 Includes sequential extraction on four lakebed samples to identify phosphorus apportionment in sediment mineralogy. Extraction specifically addresses ferrous P reserves believed significant for Lake Mitchell (**partially complete**)
- 3.5 Analyze Mechanical vs. Hydraulic, Disposal Area, Draining Lake, etc.

Lake Mitchell Phase II Internal Load Control Refinement Project

Task Descriptions

3.1 Project Management

Project Management duties include internal team coordination, scheduling of resources, deliverable management, progress updates and client communication.

Change from 3-27-18 Fee estimate: This task was reduced from \$41,000 to \$12,360 because it only covers PM duties during this ILC Refinement phase vs. PM duties for the entire final design phase.

Deliverables under this task: Include correspondence, updates and coordination of design team and Verax subconsultant. Also, preparation for, attendance and results of PM (Sotak) facilitating design charrette (brainstorming session) w/ local officials and local technical professionals on dredging alternatives.

3.3 Analyze Soft Sediments (Sequential Abstraction)

Assistance in the determination of the chemical/nutrient composition of the soft sediments collected in the April 2018 sediment coring effort. Work includes characterization and logging of sediment core information.

Change from 3-27-18 Fee estimate: This task amount did not change since the 3-27-18 fee estimate because the work performed by Verax was already removed from the original design fee and performed under an interim project.

Deliverables under this task: Include the interpretation/documentation (for consideration in TM update) by FYRA staff of the sediment core sampling results and how they affect the internal load control model.

3.4 Map Bathymetry (Soft Sediments/Hardpan)

Production of location, depth and volume of soft sediments from results of bathymetric analysis performed at lake in April of 2018.

Change from 3-27-18 Fee estimate: The effort for this task did not change.

Deliverables under this task: A bathymetric survey and production of a map and surface (computer file) of the lake bottom, based on manual and sonar collection of data during the ice coring performed in February.

3.5 Dredging Preliminary Design

Using results of sediment coring analysis, lake and soft sediment bathymetry and sequential abstraction tasks, analyze available internal load control options/alternatives and create at least three project scenarios including conceptual design drawings/details and engineer's opinions of probable costs. Phase also includes coordination (including design charrette) with local

committee (organized/led by Mark Puetz of Technical Advisory Team) to brainstorm dredging ideas.

Change from 3-27-18 Fee estimate: This task amount did not change from the 3-27-18 fee estimate. The task is still focused on developing dredging options and costs, but will also include “capping” high-P soft sediments and neutralization of lakebed sediments with chemical applications.

Deliverables under this task: FYRA/Verax will develop a brief written summary w/ appropriate planning-level drawings to explain the concepts explored along w/ cost estimates. This phase does not include any final design services or preparation of final design construction documents.

3.6 Review Dredging Alternatives with City

Attend City Council meeting (estimated time frame of early June) to present findings of Internal Load Control Refinement Project to City.

Change from 3-27-18 Fee estimate: This task increased slightly to accommodate a trip to Mitchell to present findings from this ILC Refinement phase. In the previous fee estimate, it was anticipated that the time for this trip would be shared amongst other reasons to travel to town and update the Mayor/City Council/staff.

Deliverables under this task: A presentation on the findings will be made to City Council around early June, but to be scheduled for certain around mid-May.

3.7 Dredging Final Design

Partial final design services to address some detailed questions asked at April 2, 2018 City Council meeting including preparation of preliminary thoughts on potential dredging disposal areas (to be identified by City/TAT/WAC), handling of POET water supply, storm sewer outlet deposition, shoreline considerations, etc.

Change from 3-27-18 Fee estimate: This task was reduced from \$76,440 to \$17,300 to include the development of answers to some questions asked by the City Council at the April 2nd meeting as defined in the task description above.

Deliverables under this task: Concept descriptions, drawings, etc. to describe some of the final design considerations discussed that are beyond the Task 3.5 services of looking at dredging options and costs alone to further determine the feasibility of any dredging option.

- * **Numbering from original Phase II professional fees presented to City Council were used to show how the project development fits within the original plan. Because a more refined understanding of a project is likely to be understood at the end of this phase, and the size/scope of the project may change, a new final contract will be prepared at the end of this phase, should the project move forward.**

Services NOT INCLUDED in this phase

No update of the Technical Memorandum is included in this phase of the project.

FYRA will not provide a definitive location for disposing of dredging spoils, but rather will show in concept how dredged material may be stockpiled/disposed of at locations offered by the City and any possibly brainstormed in the design charrette.

No final design phase services are included in this phase.

No permitting details beyond what is discussed in the Draft TM are included in this phase.

No impacts to potential dredge disposal areas are included in this phase.

No other services in tasks listed in the 3-27-18 fee estimate other than those listed within this list of services is included.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Quinn Insurance Inc) and CONTACT NAME (Jason Quinn). Includes sub-rows for INSURER(S) AFFORDING COVERAGE (The Ohio Casualty, First Dakota, AmTrust).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is hereby named additional insured under the sections marked above is required in a written contract or agreement for the following project:

Lake Mitchell Phase II Internal Load Control Refinement Project

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Mitchell) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature line).