"Sailing Ahead" With the City of CLEAR LAKE "Where People Make the Difference"

CITY OF CLEAR LAKE

15 North 6th Street • P.O. Box 185 • Clear Lake, IA 50428
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www.cityofclearlake.com

Mayor
NELSON P. CRABB

City Administrator
SCOTT FLORY

COUNCIL MEMBERS

MARK EBELING
Ward 1

TONY J. NELSON
Ward 2

JIM BOEHNKE
Ward 3

MIKE CALLANAN
At Large

GARY HUGI
At Large

June 3, 2016

HONORABLE MAYOR & CITY COUNCIL MEMBERS

The next regular meeting of the Clear Lake City Council is scheduled for Monday, June 6, 2016, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the attached agenda for the items discussed below.

ITEM #6A. **2016 Street Resurfacing Project**. Back at its March 21st meeting, the Council awarded the professional services agreement for the Project to Veenstra & Kimm. The scope of the Project entails the milling and resurfacing of approximately nine (9) segments, 23 blocks, of City streets (including one alley) with a 2" hot-mix asphalt overlay. There will also be some limited curb & gutter repairs and ADA compliant sidewalk ramps.

At its May 2nd meeting, the Council set the date for the Project bid letting and public hearing on the plans & specifications for May 12th, at 11:00 a.m., and May 16th, at 6:30 p.m., respectively. Additionally, at the May 16th meeting, following the public hearing, the Council awarded the construction contract to Heartland Asphalt (Mason City), who submitted a base bid of $400,393.12, which is 2.2% above the engineer's estimate of the probable cost of construction, which was $391,903.35. Due to budget constraints, the Project alternates that were also bid as part of the Project letting were not selected.

The City allocated $416,000 for the Project in its FY 16 municipal budget. It is anticipated that construction would begin no later than May 23rd and be completed by June 30th.

The City has now received the Contract and bonds (performance, payment, & maintenance) and Certificate of Liability Insurance from the Contractor. All these documents have been reviewed by City staff and the Project consulting engineer and have been determined to be in compliance with the Project's contract documents.

ITEM #6B. **2016 Sanitary & Storm Sewer Rehabilitation Project**. For many years now, the City has aggressively pursued sanitary and storm sewer main lining projects to address structural defects and inflow/infiltration issues. The Cured-In-Place Pipe (CIPP) rehabilitation method utilized by the City allows the pipe to be rehabilitated without having to perform costly and disruptive excavation and extensive pipe replacement. The CIPP technology utilizes a trenchless construction method consisting of a resin impregnated flexible tube that creates a "jointless",

seamless, "pipe-within-a-pipe". The flexible tube is inserted and pulled through the existing pipe from manholes and is then cured, using either hot water under hydrostatic pressure or steam pressure, to expand the tube to tightly bond with the interior of the existing pipe.

The City allocated $30,000 in FY 16 for professional consulting services and budgeted $500,000 for construction in the FY 17 budget. The project construction budget is divided at $250,000 for sanitary sewer rehabilitation work and $250,000 for storm sewer rehabilitation work. The project is being funded from storm sewer and sanitary sewer user fees.

The City issued an RFP for professional consulting services on April 18th for the proposed Project. On April 27th, the City Council awarded the consulting services agreement to WHKS & Co. in the amount of $21,600. The scope of services includes design, 40 hours of construction administration services, and 100 hours of resident review services.

There are 24 potential segments of sanitary sewer main proposed for the lining; the majority of which is 8" diameter pipe, consisting of approximately 6,200 lineal feet. Likewise, there are 8 segments of 22" diameter storm sewer proposed for lining, which equates to roughly 2,200 lineal feet. Finally, there are 9 storm sewer and 33 sanitary sewer manholes proposed for rehabilitation.

The Project schedule calls for the consultant to review the preliminary plans & specifications with the Council on June 6th and for the Council to set the date for a public hearing and bid letting for July 5th, at 6:30 p.m., and June 29th, at 11:00 a.m., respectively. The Council will also consider making an award of construction contract on July 5th. Notice of hearing and letting will be published in the newspaper on June 22nd.

ITEM #6C. **W. 7th Ave N. Watermain Improvement Project**. At its regular meeting on February 2, 2015, the Council approved a professional service agreement with Veenstra & Kimm, in an amount not to exceed $41,400, for design, bid, and construction services for the Project. The re-construction of the watermain on W. 7th Ave N., between 19th St. W. and N. Shore Drive, was one of the major capital improvement projects for FY 16. The Project entailed the construction of 2700 lineal feet of new 12" diameter PVC water main. This particular segment of watermain had previously consisted of 6" and 8" cast iron material. The City had experienced a high frequency of breaks in the main on this segment of the distribution system over the past 20 years. This segment is critical to the distribution system as it provides a secondary fee to the City's Northwest Water Tower from the Water Treatment Plant. In situations where service to the tower is interrupted from the main feed located along US HWY 18, this segment ensure the City's ability to operate the tower effectively.

The Council awarded the Project to Charlson Excavating (Clear Lake). Charlson submitted the lowest responsive responsible bid in the amount of $424,000, which was 8.9% more than the engineer's opinion of the probable cost of construction ($389,299). Construction on the Project began in August, 2015 and was substantially completed prior to the Winter. The Project engineer filed the "Certificate of Completion" with the City Clerk on May 25th, indicating that all work has been completed in compliance with the Project plans and specifications previously approved by the Council.

There were no change orders on the Project. The final value of construction work completed on the Project in FY 16 was $404,703.18. This is approximately $19,000 (4%) less than the original construction contract amount. Total indirect costs on the Project (engineering, legal, & administrative), between FY 15 & FY 16, were approximately $50,000. The City allocated $455,000 in the amended FY 16 budget for the Project.

ITEM #6D. **N. Shore Drive Street Reconstruction Improvement Project**. At its regular meeting on March 3, 2014, the Council awarded the construction contract to Wicks Construction (Decorah). The amount of the construction contract was $2,331,187.78. Construction of the underground infrastructure improvements were completed in fall/winter 2014. Completion of the paving and "above-grade" improvements were completed in the summer of 2015.

There were a variety of change orders on the Project, most of which were for quantity adjustments and the end result was a decrease of $3,610.31 in cost to the Project. The final value of construction work completed on the Project was $2,275,375.97. This is approximately $56,000 (2.4%) less than the original construction contract amount. Total indirect costs on the Project (engineering, legal, & administrative) were $284,143. The City did also purchase the decorative street lights separately at a cost of $68,000.

The project engineer has now filed the "Certificate of Completion" with the City Clerk (May 31st), indicating that all work has been completed in compliance with the Project plans and specifications previously approved by the Council. Consequently, the Council may now initiate the final steps in the special assessment process.

It is anticipated that the Project engineer will file the "Final Plat & Schedule of Assessments" with the City Clerk on or about June 15, 2016. At its regular meeting on June 20th, the Council will then consider a resolution adopting the Final Plat & Schedule of Assessments. On June 23rd, the City Clerk will then file the Final Plat & Schedule of Assessments with the County Treasurer. Public notice will then be published in the newspaper, as required by law, on June 29th (1st notice) and July 6th (2nd notice). Notices to affected property owners will then be sent via regular mail on June 29th. Certification of final collection of assessments will be made to the County Treasurer by August 5th.

Smart Quote: "*Experience is a hard teacher because she gives the test first, the lesson afterwards" – Vern Law, baseball player*

Scott Flory
City Administrator

PUBLIC NOTICE IS HEREBY GIVEN that the following governmental body will meet at the date, time, and place herein set out. The tentative agenda for said meeting is as follows:

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, JUNE 6, 2016
6:30 P.M.

1. Call to Order and Pledge of Allegiance led by Mayor Nelson P. Crabb.

2. Approval of Agenda.

3. Consent Agenda:

   A. Minutes – May 16, 2016.
   B. Approval of the bills & claims.
   C. Licenses & Permits:
      - **Liquor License**: Class C Liquor License (LC) (Commercial) with Outdoor Service & Sunday Sales, **Lake Front Tap**; Class E Liquor License, Class B Wine Permit, Class C Beer Permit with Sunday Sales, **Kum & Go #302**; Class C Beer Permit & Class B Native Wine Permit, **Louie's Custom Meat**; Class E Liquor License, Class B Wine Permit, Class C Beer Permit with Sunday Sales; **Kum & Go #301**, (renewals); Class B Beer (Includes Wine Coolers) with Outdoor Service, **North Iowa Spin for Bicycle Blues & BBQ Beer Craft Tent**, (new).
      - **Excavator's License**: **Jensen Excavating**, Story City, (new).
      - **Transient Merchants License**: **Regatta's Shave Shack dba Tropical Sno**, (renewal).
      - **Peddler's License**: **Perry's Sweet Treats**, (renewal).
      - **Cigarette Permits**: **Fareway Stores #705**; **Casey's #1896**; **Casey's #1427**; **Pilot Travel Center #407**; **Clear Lake Payless Foods**, (renewals).
      - **Street Closing Requests**: **Clear Lake Area Chamber of Commerce 4th of July Celebration**, June 30th – July 5th; **North Iowa Spin Bicycle, Blues & BBQ Festival**, July 8th – July 10th.

4. Citizens opportunity to address the Council on items not on the agenda:

   - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens forum.
   - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
   - Speakers are limited to a maximum of five (5) minutes per person.

5. Unfinished Business:

6. New Business:

A. 2016 Street Resurfacing Project:

- Review by Scott Flory, City Administrator.
- Update and review of Project pre-construction conference, Joe Weigel, Public Works Director.
- **Motion** to approve **Resolution #16-14,** A "Resolution approving Contract & bonds."
- Discussion and consideration of **Motion** by City Council.

B. 2016 Sanitary & Storm Sewer Rehabilitation Project:

- Introduction by Scott Flory, City Administrator.
- Review of preliminary plans and specifications, Chase Holien, P.E., WHKS & Co.
- **Motion** to approve **Resolution #16-15,** A "Resolution fixing the date for a public hearing on plans, specifications, form of contract, and estimate of cost, and setting the date for a bid letting on the proposed '2016 Sanitary & Storm Sewer Rehabilitation Project'".
- Discussion and consideration of **Motion** by City Council.

C. W. 7th Avenue N. Watermain Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Project update and review of Pay Estimate #5 (final), Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #5 (final) by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #16-16,** A "Resolution Accepting the Work - W. 7th Avenue N. Watermain Improvement Project by City Council.
- Discussion and consideration of **Motion** by City Council.

D. North Shore Drive Street Reconstruction Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Review of Pay Estimates #10 and #11 (final), Jason Petersburg, P.E., Veenstra & Kimm.
- Presentation of "Award of Excellence" in concrete paving design from the Iowa Concrete Paving Association, John Cunningham, Vice-President.
- **Motion** to approve Pay Estimates #10 and #11 (final) by City Council.
- Discussion and consideration of **Motion** by City Council.

- **Motion** to approve **Resolution #16-17,** A "Resolution Accepting the Work – N. Shore Drive Street Reconstruction Improvement Project by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #16-18,** A "Resolution setting the amount of the Project costs to be assessed and ordering preparation of 'Final Plat & Schedule of Assessments' by City Council.
- Discussion and consideration of **Motion** by City Council.

E. Request for an alley vacation & disposal 400 block S. 9th street:

- Review of request by Scott Flory, City Administrator.
- **Motion** to refer proposal to the City's Planning & Zoning Commission for study and recommendation by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #16-19,** A "Resolution proposing the vacation of certain City alley right-of-way and disposal of the City's interest therein to adjacent property owners in Block 1 Anderson & Christensen Addition, City of Clear Lake, Iowa."
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

- Update regarding position vacancies (dispatch and patrol officer).
- Update regarding Police Captain Position selection process.

8. Mayor's Report:

- Change date of July 4th City Council meeting to July 5th, at 6:30 p.m.

9. Public Works Director's Report:

- 12th Ave S. Bridge Reconstruction Project update.

10. City Administrator's Report:

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – JUNE 20, 2016

This notice is given pursuant to Chapter 21.4(1) of the Code of Iowa and the local rules of said governmental body.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AND BONDS
2016 STREET RESURFACING PROJECT

WHEREAS, this Council has heretofore awarded the contract for the 2016 Street Resurfacing Project to Heartland Asphalt, dated the 16th of May, 2016, in the amount of $400,393.12; and

WHEREAS, this Council has authorized and directed the Mayor and City Clerk to enter into a written contract for this Project with said contractor, subject to final approval by the City Council; and

WHEREAS, the Contract and bonds have been examined by this Council, the Project consulting engineer, Public Works Director, and City Administrator.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Contract between the City of Clear Lake, Iowa, and Heartland Asphalt, Inc. dated May 16, 2016, in the amount of $400,393.12 is approved.

2. The Performance, Payment, and Maintenance bonds accompanying such contract, wherein Heartland Asphalt Inc. appears as the principal and Merchants Bonding Company appears as surety, is approved.

The original executed Contract and bonds shall be placed on file in the Office of the City Clerk.

PASSED, APPROVED, and ADOPTED this 6th day of July, 2016.

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

Bond No.: IAC585805

SECTION 00600

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN: That we, Heartland Asphalt Inc. of Mason City, Iowa, hereinafter called the Principal, and

Merchants Bonding Company (Mutual),

hereinafter called the surety, are held and firmly bound unto the City of Clear Lake, Iowa, hereinafter called the Owner in the sum of Four Hundred Thousand Three Hundred Ninety Three and 12/100 Dollars ($400,393.12), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated May 12, 2016, entered into a Contract with the Owner for **2016 Street Resurfacing Project**, which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said

persons, firms, or corporations unless the claims of said complaints against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary not withstanding, to consent without notice:

a. To the extension of time to the Principal in which to perform the Contract.

b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 19th day of May, 2016.

PRINCIPAL:

Heartland Asphalt, Inc.
Contractor

David Richter
Signature

V. President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

Signature, Attorney-in-Fact

Dione R. Young
Name of Attorney-in-Fact

Holmes, Murphy and Associates, LLC
Company Name

P.O. Box 9207, Des Moines, IA 50306-9207
Company Address (Including Zip Code)

(515) 223-6800
Company Telephone Number

Lity

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/2016

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-247-7756 Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207 Gerald Johnson	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Heartland Asphalt, Inc. 2601 South Federal Mason City, IA 50401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: HARTFORD FIRE IN CO — 19682 INSURER B: TRAVELERS PROP CAS CO OF AMER — 25674 INSURER C: HARTFORD INS CO OF THE MIDWEST — 37478 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 46886837 **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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			91UENOD2060	01/01/16	01/01/17	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	X Contractual Liability						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY			91UENOD2061	01/01/16	01/01/17	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ZUP-41M46938-16	01/01/16	01/01/17	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ -0-							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		91WEOD2059	01/01/16	01/01/17	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: 2016 Street Resurfacing
Additional Insured (GL): City of Clear Lake & Veenstra & Kimm, Inc.
30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Clear Lake

15 N. Sixth Street

Clear Lake, IA 50428 USA

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.

AUTHORIZED REPRESENTATIVE

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SECTION 00510

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, made and entered into this 16th day of May, 2016, by and between the **City of Clear Lake**, Iowa, party of the first part, hereinafter referred to as the "**Owner**", and Heartland Asphalt, Inc., party of the second part, hereinafter referred to as the "**Contractor**".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and bid form blanks, dated the 29th day of April, 2016, for **2016 Street Resurfacing Project** under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and bid form blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

That the Owner hereby accepts the bid of the Contractor for the work, as follows:

ARTICLE 1 - THE PROJECT

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2016 STREET RESURFACING PROJECT

ARTICLE 2 - WORK

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Base Bid Work Only
Project includes all labor, materials and equipment necessary to construct approximately 8,000 square yards of pavement scarification, 17,000 square yards of 2" HMA surface course, miscellaneous curb and gutter replacement, ADA compliant sidewalk ramp construction, full depth pavement patches, manhole and valve box adjustments and miscellaneous associated work, including cleanup.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Veenstra & Kimm, Inc. (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The work for the base bid items shall be substantially completed by no later than June 30, 2016. Once the CONTRACTOR begins work on the project, work shall progress in a continuous manner and until all work is completed.

B. All work shall be complete and ready for Final Payment within 30 days after substantial completion.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 4.02 above, plus any extensions thereof allowed in accordance with Article 1.21 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Article 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Article 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A

A. Unit Price Work

1. As provided in Article 1.04 of Section 01025 – Measurement and Payment, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Article 1.05 of Section

01025 – Measurement and Payment. Unit prices have been computed as provided in Article 1.06 of Section 01025 – Measurement and Payment.

2. For all Unit Price Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 1.04 of Section 01019 – Contract Considerations. Applications for Payment will be processed by Engineer as provided in Article 1.04 of Section 01019 – Contract Considerations and Article 1.29 of Section 00700 – General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 3rd day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be determined based on the number of units completed:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 1.29 of Section 00700 – General Conditions:

   a. 95 percent of Work completed (with the balance being retainage); and

   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Article 1.29 of Section 00700 - General Conditions.

6.03 Final Payment

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Article 1.30 of Section 00700 - General Conditions, Owner shall pay Contractor as provided in Article 1.30 of Section 00700 - General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Article 1.30, less any sum Owner is entitled to withhold per Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 1.30 of Section 00700 - General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations, and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Contract Documents and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Contract Documents.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - GUARANTEE

9.01 Contractor guarantee's all work constructed under this agreement, regardless if said work is performed by Contractor, his subcontractors, or other third tier subcontractors retained by subcontractor's, against defective workmanship and / or materials for a period of four (4) years from the date of Final Acceptance of work by Owner.

Workmanship and / or materials shall be considered defective when a condition causing premature failure (whole or in part) which was present in the relevant part or component of work when it was constructed or installed, or comes into existence as a result of the way in which the relevant part or component of work was constructed or installed.

9.02 The Contractor shall faithfully perform the contract on it's part and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of defective workmanship and / or materials, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).

2. Bond (pages 1 to 2, inclusive).

3. General Conditions (pages 1 to 15, inclusive).

4. Special Conditions (pages 1 to 4, inclusive).

5. Specifications as listed in the table of contents of the Project Manual.

6. Drawings consisting of 30 sheets with each sheet bearing the following general title: 2016 Street Resurfacing Project, Clear Lake, Iowa.

7. Addenda (none).

8. Exhibits to this Agreement (enumerated as follows):

   a. Notice of Award (pages 1 to 1, inclusive).

   b. Contractor's Bid (pages 1 to 10, inclusive).

   c. Documentation submitted by Contractor prior to Notice of Award including:

      1. Data requested in Proposal
      2. Bid Security (if required)
      3. Bidder Status Form

   These items are NOT attached to the agreement.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed (pages 1 to 1, inclusive).

   b. Work Change Directives.

   c. Change Order(s).

B. The documents listed in Paragraph 10.01.A are made part of this Agreement by reference; exhibits to this Agreement as listed in Paragraph 10.01.A.8 are attached except as expressly noted otherwise above.

C. There are no Contract Documents other than those listed above in this Article 10.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 1.21 of Section 00700 - General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

A. Terms used in this Agreement will have the meanings stated in the Section 00100 – Instructions to Bidders.

11.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Other Provisions

None

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in three copies. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective May 12, 2016 (which is the Effective Date of the Agreement).

OWNER: City of Clear Lake

By: [signature]

Title: Mayor

Attest: [signature]

Title: City Clerk

Designated Representatives:

Name: Joe Weigel

Title: Public Works Director

Address for giving notices:

City Hall

15 North Sixth Street

Clear Lake, Iowa 50428

Phone: 641-357-5267 FAX: 641-357-8711

CONTRACTOR: Heartland Asphalt, Inc.

By: [signature]

Title: V President

Attest: [signature]

Title: acct

Designated Representatives:

Name: Travis Tarr

Title: Project Manager

Address for giving notices:

2601 South Federal Avenue

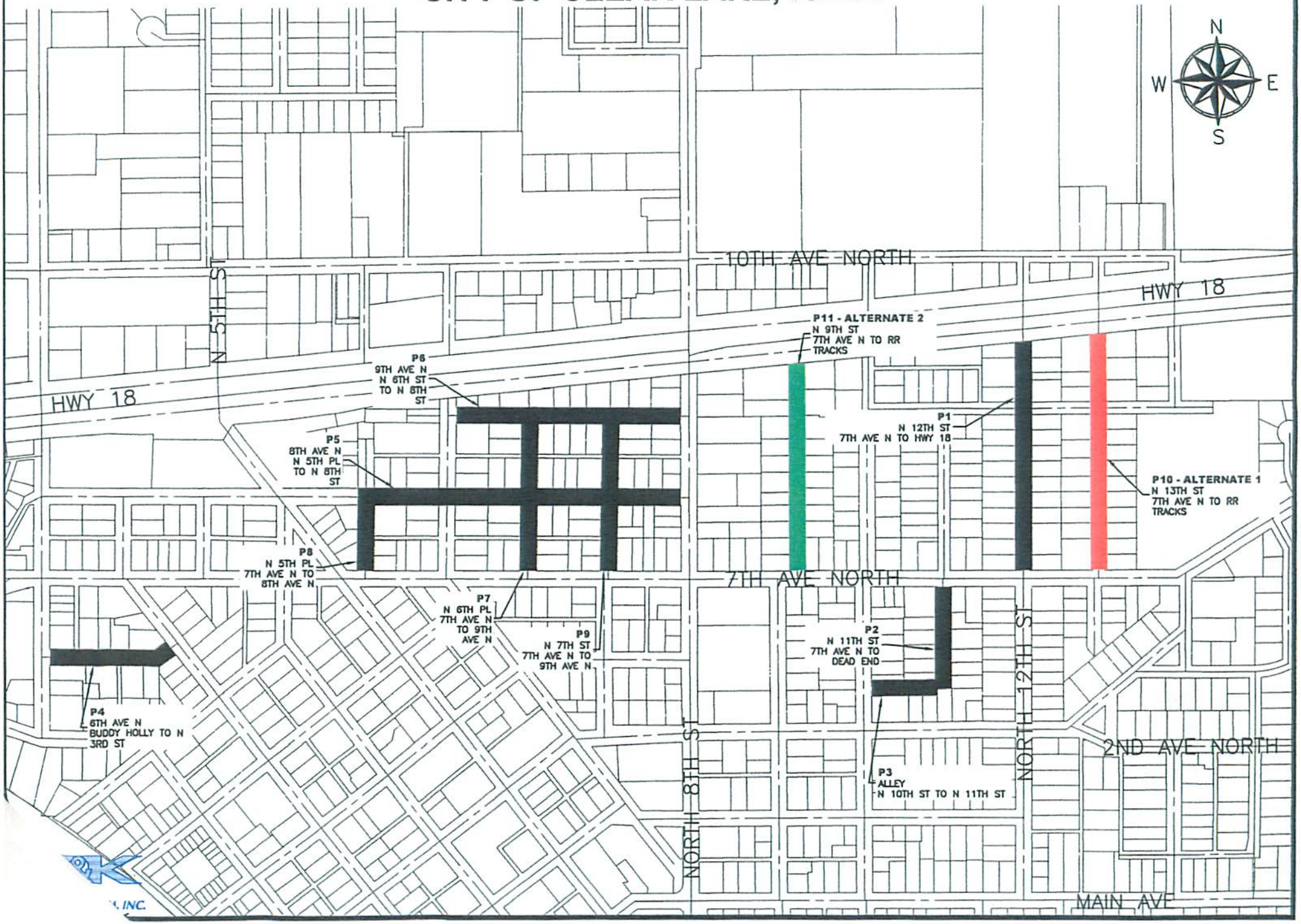
Mason City, Iowa 50401

Phone: 641-424-1733 FAX: 641-425-0287

License No.: 24343-94
(Where applicable)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

2016 STREET RESURFACING PROJECT
CITY OF CLEAR LAKE, IOWA



HEARTLAND
ASPHALT, INC.

2601 South Federal Ave.
Mason City, IA 50401
Phone (641) 424-1733
Fax (641) 424-0334

Date: May 24, 2016

Supervision & Personnel Assignment

PROJECT: Clear Lake 2016 Street Resurfacing Project

	Name	Phone No.	Home No.	Cell No.
Heartland Asphalt				
1. Project Manager	Travis Tarr	641-424-1733	641-425-6695	641-425-6695
2. Project Superintendent	Jim Ward	641-424-1733		641-425-2049
3. Project Foreman(PCC)	Cody Blunt			641-425-1201
4. Project Foreman(HMA)	Colton Merrick			641-425-0157
Lakeside Construction				
1. Project Manager	Greg Hrubes	641-581-5500		641-425-3197
Curb Grinders				
1. Project Manager	Matt Jurgensen			641-425-8211
Service Signing				
1. Project Manager	Allison Baugher			319-235-9356

	ENGINEER	CONTRACTOR:	HEARTLAND ASPHALT, INC.					DATE:	5/24/2016	Certified payroll on this job!	JOB #	75145
	City of Clear Lake c/o Veenstra and Kimm	PROJECT:	Clear Lake - 2016 Street Resurfacing Project					BY:	Travis Tarr			INSPECTOR
Jason Peters	2600 4th St SW #9	LOCATION:	various streets in town					LATE START DATE:			0	
	Mason City							Working Days:	0	Submit Pay Application Dates	(M)	0
Office	641-421-8008								May	June	July	
Mobile	641-590-0273	Sundays & Holidays						DATE	23 24 25 26 27 28 29 30 31 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21			
Fax	641-388-0313											

ITEM #	DESCRIPTION	CONTRACTOR:	Phone #	Quant	unit	per hr rate	Days
1.2	Traffic Control	Service Signing	(319)-235-9356	1	LS	0.5	0.2
1.18	Curb Grinding	Curb Grinders	(641)-425-8211	807	SY	34.5	2.3
1.5	Pavement Removel(pcc)	Heartland Asphalt	(641) 424-1733	807	SY	34.5	2.3
1.8	PCC curb & gutter	Heartland Asphalt		893	LF	17	5.3
1.9	PCC radius	Heartland Asphalt		189	SY	7.8	2.4
1.10	4" PCC sidewalk	Heartland Asphalt		1,027	SF	68.5	1.5
1.11	6" PCC sidewalk	Heartland Asphalt		1,235	SF	50.6	2.4
1.12	ADA Warnings	Heartland Asphalt		192	SF		
1.13	6" PCC driveway	Heartland Asphalt		115	SY	9.1	1.3
1.5	Pavement Removel(hma)	Heartland Asphalt		1,456	SY	120	1.2
1.6	Pavement Scarification	Heartland Asphalt		8,317	SY	599	1.4
1.19	Aggregate Base Course	Heartland Asphalt		505	ton	45.2	1.1
1.7	Fine grading Patch areas	Heartland Asphalt		1,456	SY	121	1.2
1.7	Install HMA patches	Heartland Asphalt		1,393	SY	154	0.9
1.5	Backfill removel areas	Heartland Asphalt		248	SY	70	0.4
1.2	Aggregate Surface	Heartland Asphalt		100	Ton	16	0.6
1.22	Cleaning Streets	Heartland Asphalt		16,820	SY	1201	1.4
1.21-1.23	HMA leveling, Surfacing	Heartland Asphalt		16,820	SY	520	3.2
1.14-1.17	Fixture Adjustment	Heartland Asphalt		17	EA	0.8	2.1
1.24	Seed, Fertilize, & Mulch	Lakeside Const.	(641) 425-3197	45	SY	5	0.9

Sunday Memorial Day Rain Sunday Sunday Rain Sunday Rain Sunday Rain Completion Date

RESOLUTION No. _____

A RESOLUTION FIXING THE DATE FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT & ESTIMATE OF COST, AND SETTING THE DATE FOR A BID LETTING ON THE PROPOSED 2016 SANITARY AND STORM SEWER REPAIRS AND FOR TAKING OF BIDS THEREFOR

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA:

That the "2016 Sanitary and Storm Sewer Repairs" (hereinafter referred to as the "Project") is hereby ordered to be advertised for bids of construction.

BE IT FURTHER RESOLVED, that the detailed plans & specifications, as submitted for the Project, by WHKS, for the construction of the Project and the Form of Contract and Notice to Bidders, as approved by the Attorney, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the Office of the City Clerk for public inspection.

BE IT FURTHER RESOLVED, that the amount of security to accompany each bid shall be in an amount, which shall conform to the provisions of the notice to bidders hereby approved as part of said specifications.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby empowered and directed to publish notice to bidders once in the "Clear Lake Mirror Reporter", a legal newspaper, printed wholly in the English language, published at least once weekly, and having a general publication in this City. In accordance with Section 384.96 of the Code of Iowa, publication shall be not less than four (4) nor more than forty-five (45) clear days prior to June 29, 2016, which date is fixed as the date for receiving bids. Said bids are to be filed prior to 11:00 a.m. on said date.

In accordance with Section 384.100 of the Code of Iowa, bids shall be received and opened as provided in the public notice and the results of said bids shall be considered at the meeting of this City Council on July 5, 2016 at 6:30 p.m.

BE IT FURTHER RESOLVED, that, in accordance with Section 384.102 of the Code of Iowa, the Clerk is hereby empowered and directed to publish notice of hearing once in said newspaper, said publication to be not less than four (4) nor more than twenty (20) clear days prior to the date hereinafter fixed as the date for the public hearing on the plans, specifications, form of contract and estimate of costs for said project, said hearing to be held at 6:30 p.m. on July 5, 2016.

PASSED AND APPROVED this 6th day of June, 2016.

_____
Nelson P. Crabb, Mayor

ATTEST:

_____
Jennifer Larsen, City Clerk

1412 6th Street SW, P.O. Box 1467
Mason City, IA 50402-1467
Phone: 641.423.8271
Fax: 641.423.8450
Email: masoncity@whks.com
Website: www.whks.com

whks
engineers + planners + land surveyors

Please find below the preliminary cost estimate for the Sanitary Sewer Repairs in the 2016 Sanitary and Storm Sewer Repair project:

		Sub-Total	Running Total
1	Priority 1	$ 136,435.50	$ 136,435.50
2	Priority 2	$ 71,087.50	$ 207,523.00
3	Priority 3	$ 8,450.00	$ 215,973.00
4	Priority 4	$ 27,459.50	$ 243,432.50
5	Priority 5	$ 54,455.00	$ 297,887.50
6	Priority 6	$ 30,125.00	$ 328,012.50
7	Priority 7	$ 31,405.50	$ 359,418.00

Please refer to the attached maps for the locations of each of the seven priorities.

Please find below the preliminary cost estimate for the Storm Sewer Repairs in the 2016 Sanitary and Storm Sewer Repair project:

	Sub-Total	Running Total
1	$ 243,000.00	$ 243,000.00

Please refer to the attached map on Sheet No. 9 for the selected storm sewer pipe locations.

It should be noted that the estimated cost to repair all selected storm sewer pipes is less than the budgeted amount, therefore no alternates are being used.

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF "2016 SANITARY AND STORM SEWER REPAIRS", IN AND FOR THE CITY OF CLEAR LAKE, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS

Sealed proposals, subject to the conditions contained herein, will be received by the City Administrator of the City of Clear Lake, Iowa, at the City Administrator's office in City Hall, 15 N 6th St., Clear Lake, Iowa, until 11:00 o'clock a.m. on the 29th day of June, 2016 for:

Construction of "2016 Sanitary and Storm Sewer Repairs", as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the City Administrator, Clear Lake, Iowa.

Proposals received will be opened, read aloud, tabulated, and referred to the City Council for consideration at 6:30 p.m. on the 5th day of July, 2016. Bids will be acted upon at such time or at such later time as may then be fixed. Prior thereto, at said time specified above, in the Council Chambers in City Hall, a hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is the furnishing of labor and new materials for CIPP lining of sanitary and storm sewer pipes and the furnishing of labor and new materials for sanitary sewer manhole rehabilitation and replacement in accordance with the contract documents.

The Proposal shall be made out on the form furnished by the City of Clear Lake and obtained from WHKS & Co., Engineers, Planners, and Surveyors, and must be accompanied in a sealed envelope by either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 5% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 5% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of bid amount.

The bid security shall be made payable to the City Administrator of the City of Clear Lake, Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. The City will accept bid bond forms that meet the Requirements of Iowa Code, Section 26.8.

Sales Tax Exemption. Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa and to Iowa domestic labor.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Contractor shall commence work after the Notice to Proceed is issued, on a specified start date of July 25th, 2016 and shall be completed on or before March 24th, 2017.

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the Owner.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the Owner and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of four (4) year(s) after completion and acceptance by the Owner.

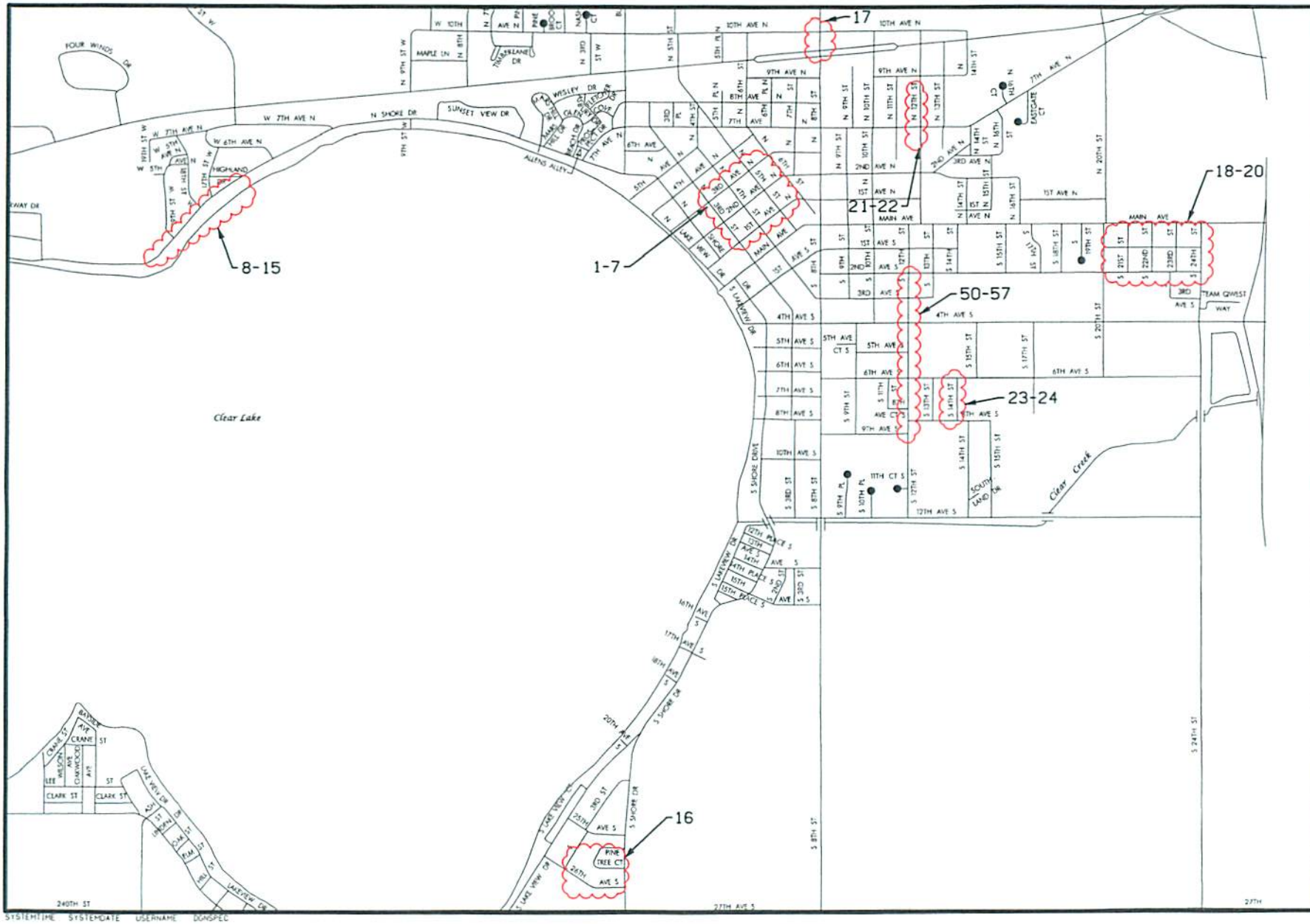
Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the City Clerk and at the offices of WHKS & Co., and may be examined by the bidders.

Plans and specifications are available to download free of charge at www.questcdn.com. Plans and specifications for private use may also be obtained from WHKS & Co., Engineers, Planners, and Surveyors, 1412 6th Street SW, Mason City, IA 50402-1467, for a refundable deposit of $20.00. If the plans and specifications are not returned to WHKS & Co. within fourteen (14) days after the award of the project and in reusable condition, the deposit shall be forfeited.

Published upon order of the City Council of the City of Clear Lake, Iowa.

CITY OF CLEAR LAKE, IOWA

Attest: /s/ Scott Flory
City Administrator



whks
engineers • planners • land surveyors

REVISIONS

NO.	DATE

PROJECT LOCATION
2016 SANITARY & STORM
SEWER REPAIRS
CLEAR LAKE, IOWA

SCALE: AS SHOWN
WHKS No. 8272
DRAWN BY: BC
CHECKED BY: CH
SHEET 1 of 9

PROJECT LOCATION
2016 SANITARY
SEWER REPAIRS
CLEAR LAKE, IOWA
SCALE
AS SHOWN
SHEET No.
2 of 9
DRAWN BY
CHECKED BY
DATE
whks
LEGEND
Selected Pipes
Sanitary Manholes
Water Fire Hydrant
Water Pipe Main
Priority 1
276
2
276A
1
276B
3
275
4
272
5
271
6
277
7
278
263A
North 8th Street
North 7th Street
North 6th Place
North 6th Street
North 5th Place
North 5th Street
North 4th Street
North 3rd Street
North 2nd Street
North 1st Street
North 7th Avenue
North 6th Avenue
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Buddy Holly Place
N
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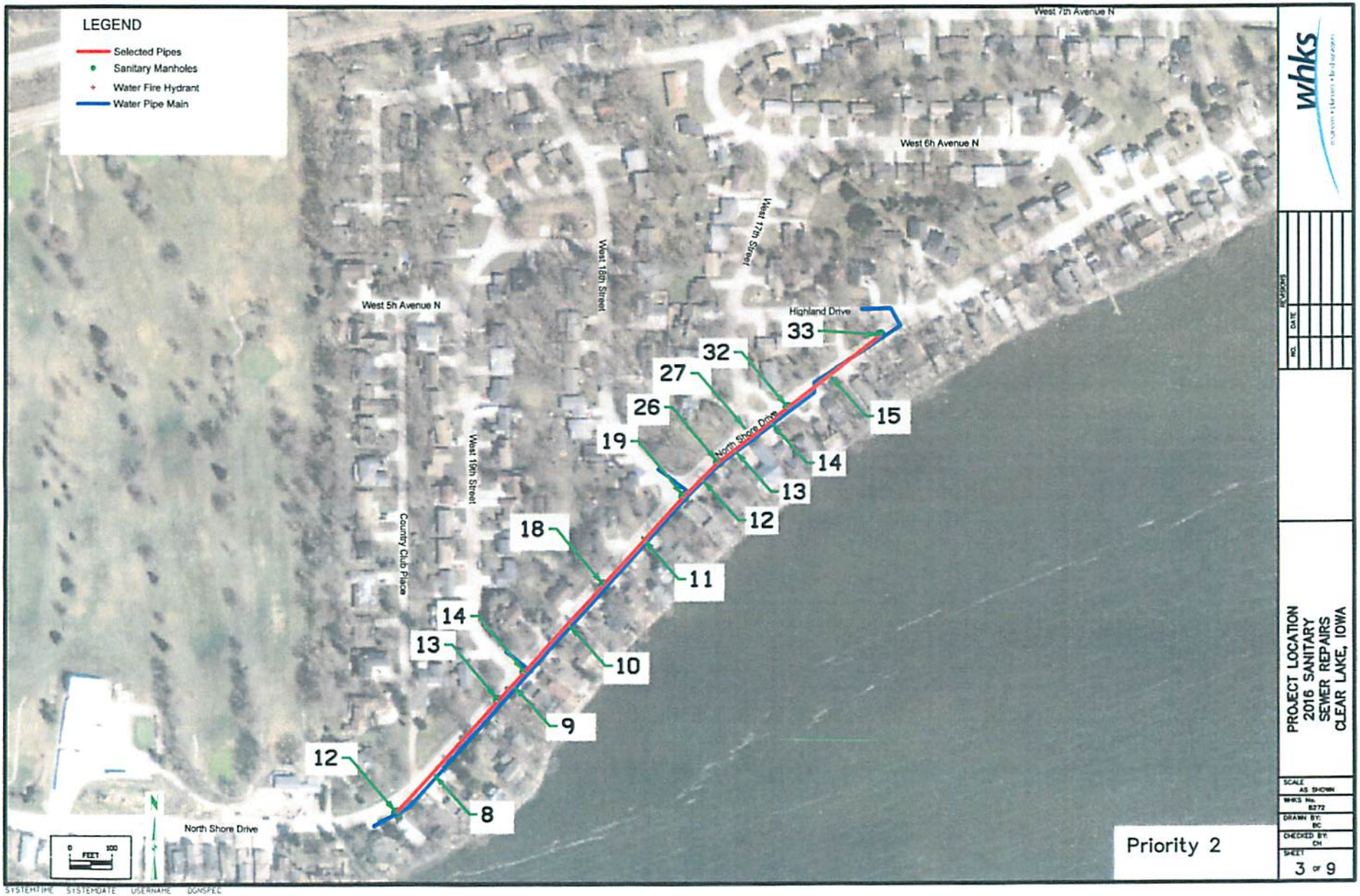
100
FEET



whks

NO.	DATE	REVISIONS

PROJECT LOCATION
2016 SANITARY
SEWER REPAIRS
CLEAR LAKE, IOWA

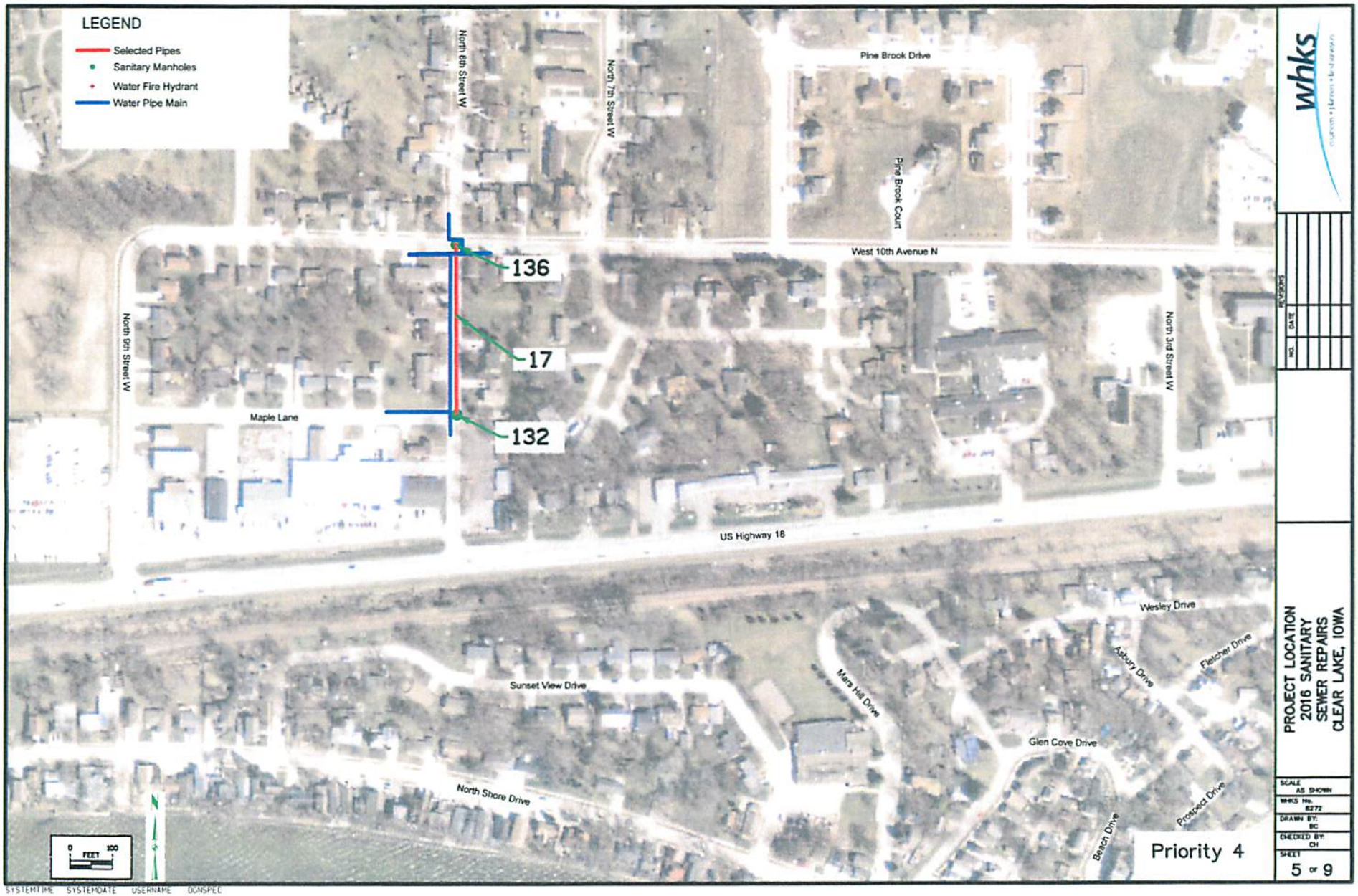
SCALE	AS SHOWN
WHKS No.	8272
DRAWN BY:	BC
CHECKED BY:	CH
SHEET	3 OF 9

SYSTEMTIME SYSTEMDATE USERNAME DGNSPEC

PROJECT LOCATION
2016 SANITARY
SEWER REPAIRS
CLEAR LAKE, IOWA

SCALE
AS SHOWN

SHEET
4 of 9



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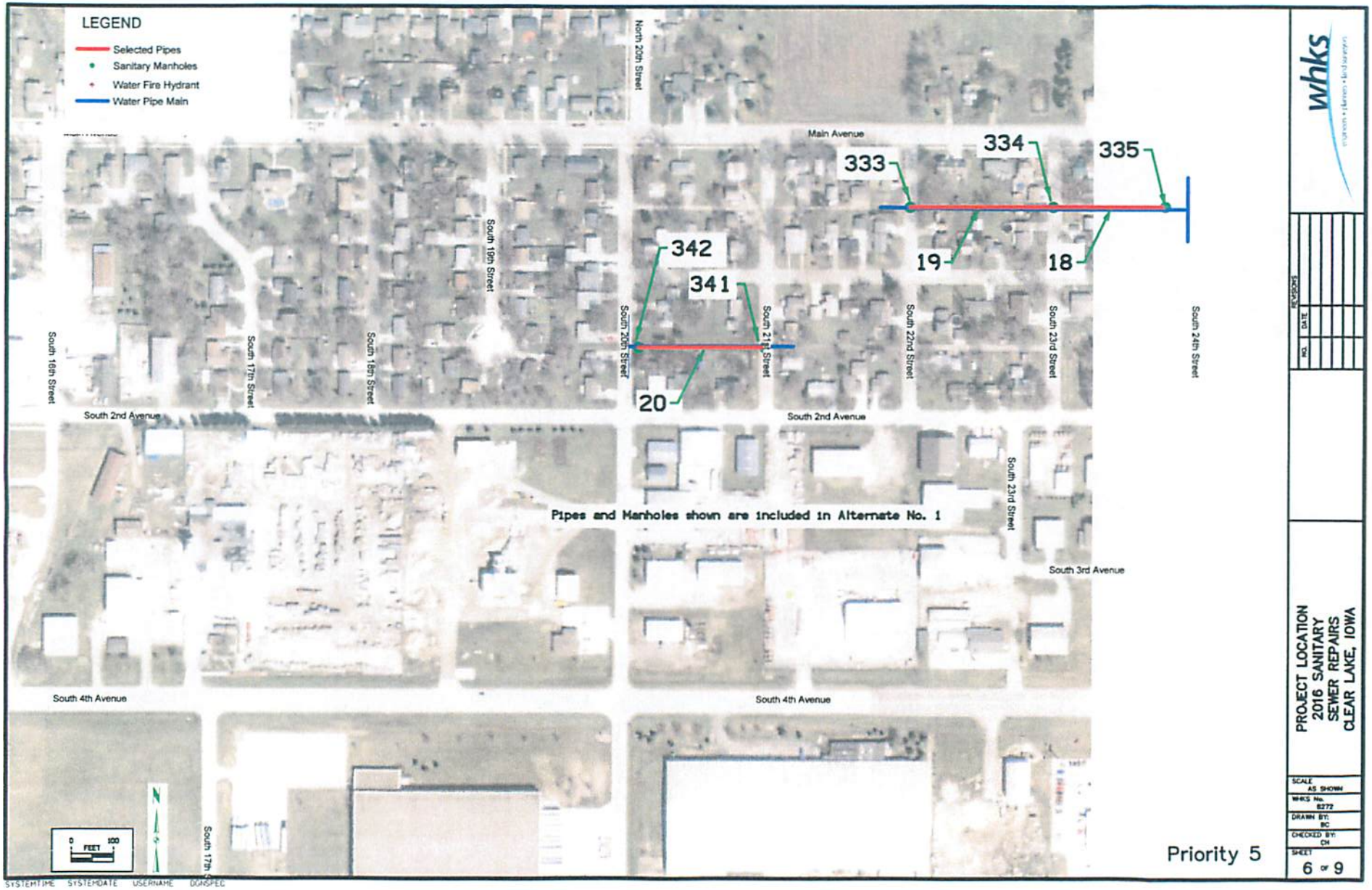
NO.	DATE	REVISIONS

PROJECT LOCATION
2016 SANITARY
SEWER REPAIRS
CLEAR LAKE, IOWA

SCALE	AS SHOWN
WHKS No.	8272
DRAWN BY:	BC
CHECKED BY:	CH
SHEET	5 OF 9

SYSTEMTIME SYSTEMDATE USERNAME DGNSPEC



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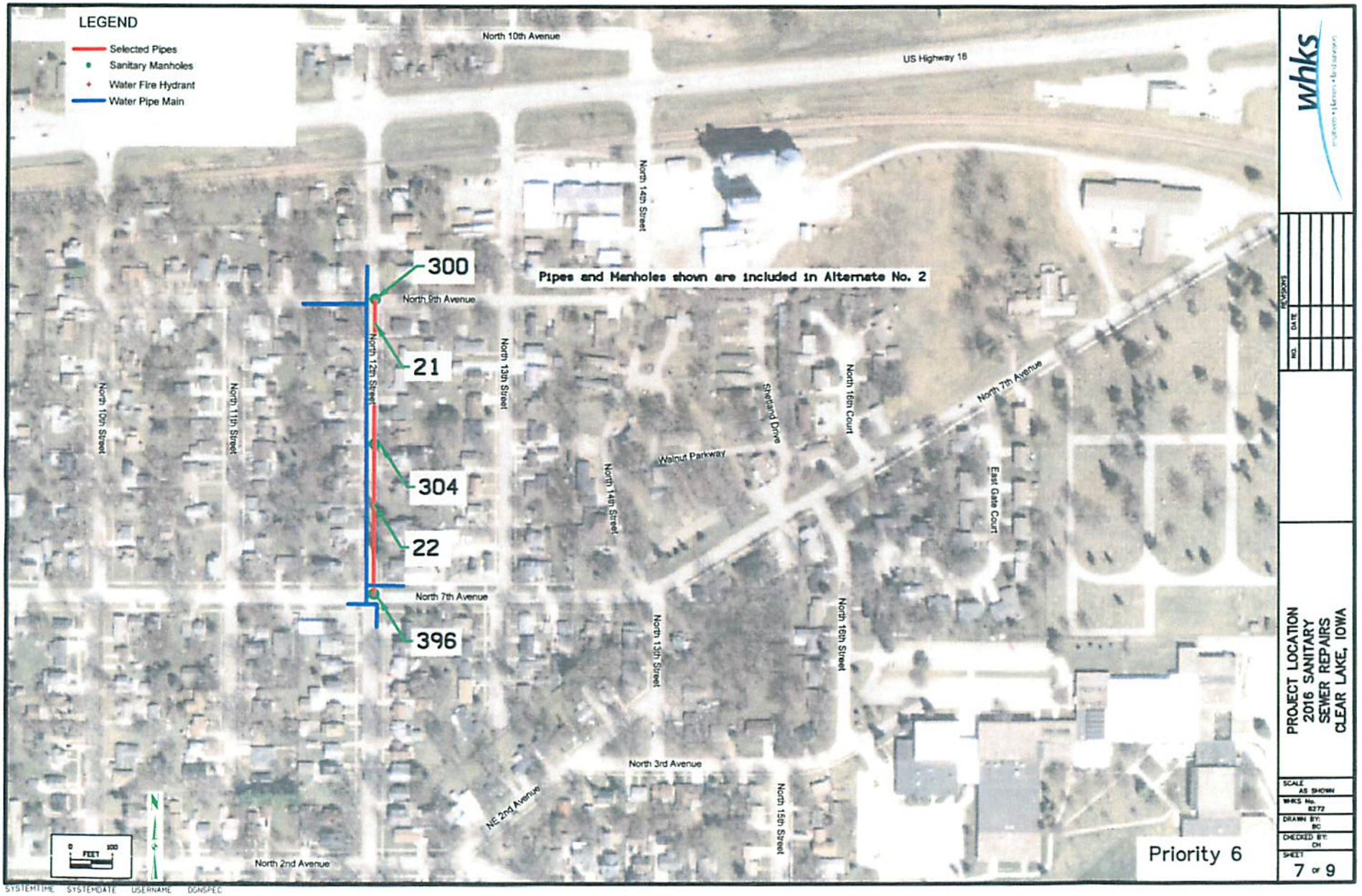
PROJECT LOCATION
2016 SANITARY
SEWER REPAIRS
CLEAR LAKE, IOWA

SCALE: AS SHOWN
WHKS No. 8272
DRAWN BY: BC
CHECKED BY: CH
SHEET 6 OF 9

Priority 5

SYSTEMTIME SYSTEMDATE USERNAME DGNSPEC



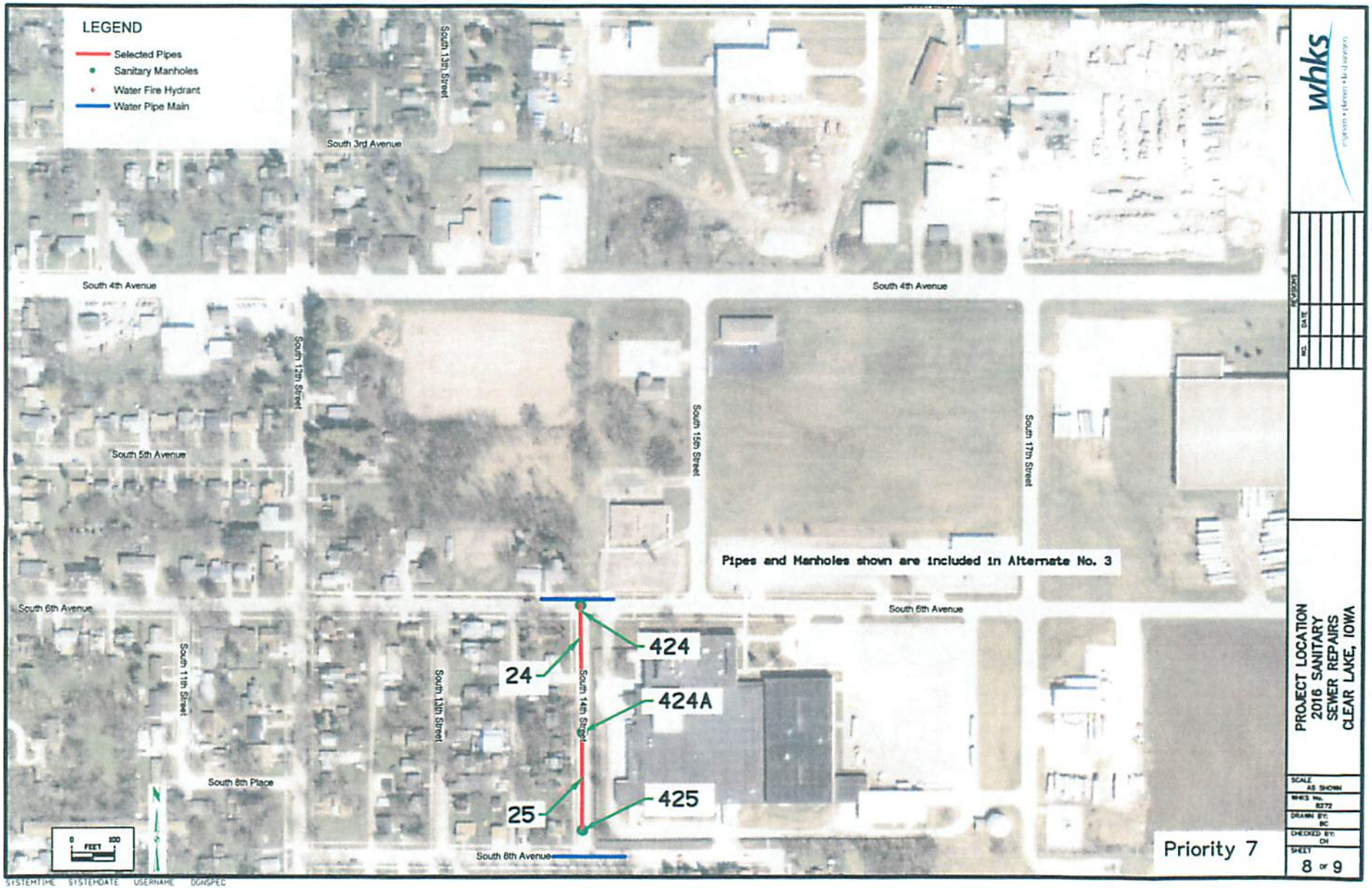
whks

REVISIONS
NO. DATE

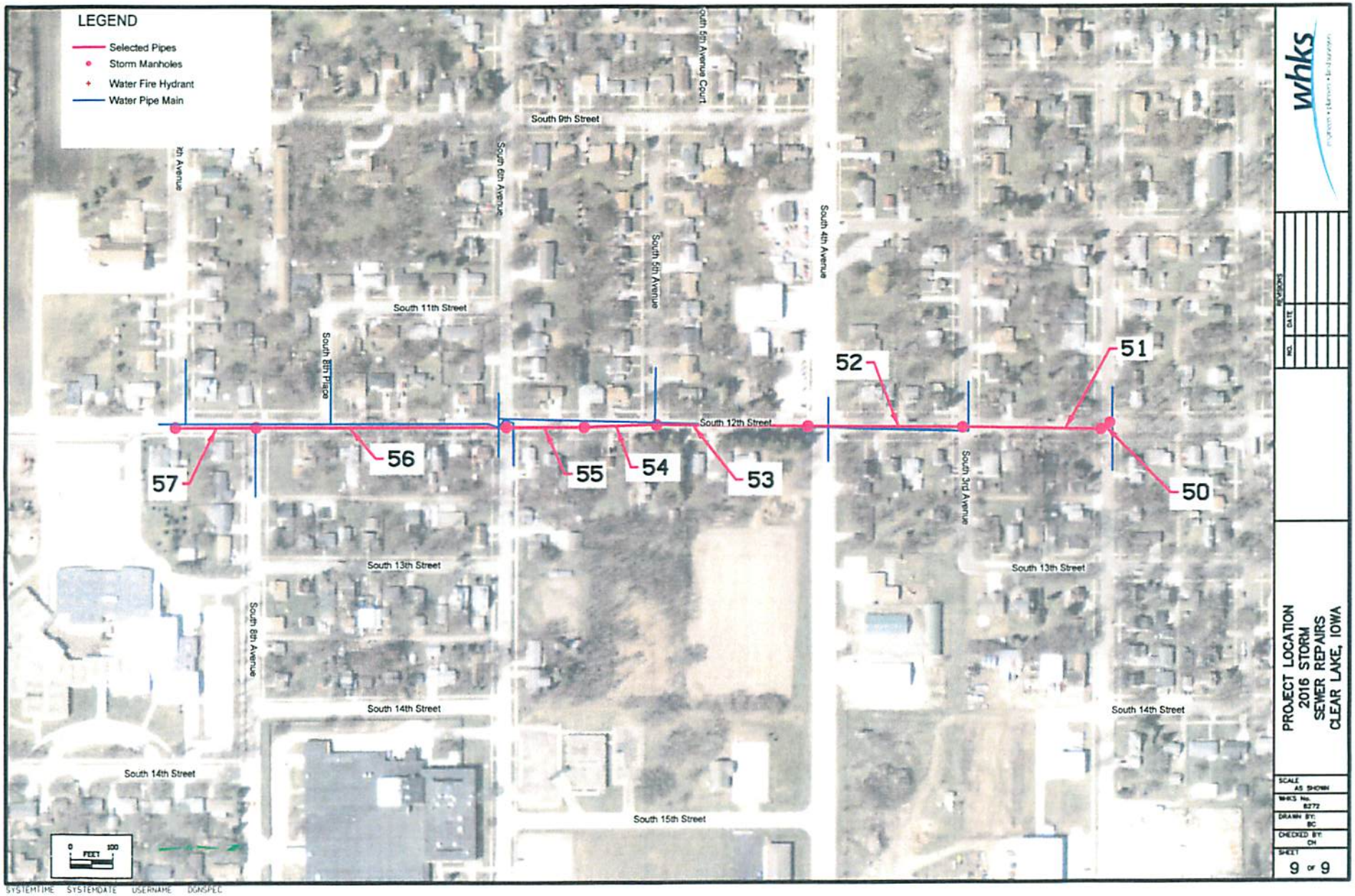
PROJECT LOCATION
2016 SANITARY
SEWER REPAIRS
CLEAR LAKE, IOWA

SCALE AS SHOWN
WHKS No. 8272
DRAWN BY: BC
CHECKED BY: CH
SHEET 7 of 9

SYSTEMTIME SYSTEMDATE USERNAME DGNSPEC



SYSTEMTIME SYSTEMDATE USERNAME DGNSPEC



PROJECT LOCATION
2016 STORM
SEWER REPAIRS
CLEAR LAKE, IOWA

REVISIONS
NO. DATE

SCALE: AS SHOWN
WHKS No. 8272
DRAWN BY: BC
CHECKED BY: CH
SHEET 9 OF 9

SYSTEMTIME SYSTEMDATE USERNAME DGNSPEC

RESOLUTION No.

A RESOLUTION ACCEPTING WORK

WHEREAS, on July 20, 2015 the City of Clear Lake, Iowa, entered into a contract with Charlson Excavating, Clear Lake, Iowa for the construction of West 7th Avenue North Watermain Improvement Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as West 7th Avenue North Watermain Improvement Project in accordance with the terms and conditions of said contract and plans and specifications, as shown on the certificate of the Engineer filed with the Clerk on May 25, 2016:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLEAR LAKE, IOWA:

Section 1. That said report of the Engineer be and the same is hereby approved and adopted and said improvements are hereby accepted as having been fully completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be $404,703.18.

PASSED AND APPROVED this 6th day of June, 2016.

_____
Nelson P. Crabb, Mayor

ATTEST:

_____
Jennifer Larsen, City Clerk

VEENSTRA & KIMM, INC.
2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596
641-421-8008 • 641-380-0313 (FAX) • 877-241-8008 (WATS)

CERTIFICATE OF COMPLETION

CITY OF CLEAR LAKE
WEST 7TH AVENUE NORTH WATERMAIN IMPROVEMENT PROJECT

May 25, 2016

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of the West 7th Avenue North Watermain Improvement Project as performed by Charlson Excavating, Co. has been performed.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the plans, specifications, and that the final amount of the Contract is Four Hundred and Four Thousand, Seven Hundred and Three and 18/100 Dollars ($404,703.18).

VEENSTRA & KIMM, INC.

By: _____
Jason Petersburg, P.E.

Title: Project Engineer

Date: 5-31-16

Accepted: CITY OF CLEAR LAKE

By: _____
Scott Flory

Title: City Administrator

Date: _____

LICENSED PROFESSIONAL ENGINEER
Jason A. Petersburg
No. 19517
IOWA

VEENSTRA & KIMM, INC.
2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596
641-421-8008 • 641-380-0313 (FAX) • 877-241-8008 (WATS)

May 31, 2016

Mr. Scott Flory
City Administrator
City of Clear Lake
15 North Sixth Street
P.O. Box 185
Clear Lake, IA 50428

PAY ESTIMATE NO. 5 - FINAL PAY ESTIMATE
WEST 7TH AVENUE NORTH WATER MAIN IMPROVEMENT PROJECT
CLEAR LAKE, IOWA
383146

Dear Scott:

Enclosed for review and consideration by the City Council are three (3) original copies of Pay Estimate No. 5, the final pay estimate for the above subject project.

The quantities and values of work completed have been reviewed by Veenstra & Kimm, Inc. and payment is recommended as shown. Please include this pay estimate on the agenda for the June 6, 2016 council meeting for formal approval by the City Council. Please note the final contract cost was $404,703.18 which is approximately $19,000 (4%) less then the original contract amount.

The contract included a provision for 40 working days. Veenstra & Kimm, Inc. considered the project to be substantially complete at 61 working days. Veenstra & Kimm, Inc. does not recommend that liquidated damages be charged to Charlson Excavating Co, Inc. As such, as prepared the final pay estimate does not include any deductions for liquidated damages. As Veenstra & Kimm, Inc. has previously noted to the Council, Charlson Excavating Co., Inc. was extremely good to work with on this project and went out of their way to accommodate the property owners affected on this project. Furthermore, there were numerous locations where extremely wet conditions were encountered that limited pipe laying to 20 feet per day. Charlson Excavating Co., Inc. did not request additional compensation for these conditions. In addition, they lost over 7 working days searching for a leaky joint that was discovered during the pressure test. This could have been considered punchlist related work however was included in the count of working days. This leak was repaired at no cost to the City.

If the City Council does not agree with Veenstra & Kimm, Inc.'s recommendation regarding the

liquidated damages, then the final pay estimate will need to be modified accordingly.

Providing the City Council approves payment at the June 6, 2016 council meeting, please have all three original copies of the pay estimate signed where noted on page 4 and return one (1) signed copy to this office, keep one (1) for your files, and return one (1) copy to the contractor with his payment.

Note this pay estimate serves as Final Pay Estimate for this contract and acceptance of the project is in order. This letter and the Certificate of Completion enclosed with the Final Pay Estimate certifies, that to the best of Veenstra & Kimm, Inc.'s knowledge, the work completed on this project was done in accordance with the plans and specifications prepared by Veenstra & Kimm, Inc. Please sign all three (3) original copies and return two (2) signed copies of the Certificate of Completion to this office while keeping the third copy for your records

Payment of the "Amount Due this Estimate" for this pay estimate in the amount of $4,674.00 can be made immediately after approval by the City Council.

The Code of Iowa requires the City Council to pass a resolution making final acceptance of the project. A resolution making final acceptance should be added to your agenda as a separate activity for your June 6, 2016 council meeting.

Note that in accordance with Chapter 573 of the Code of Iowa, final payment of the 5% Retained Percentage amount should not be made less than thirty-one (31) days after completion of the work and acceptance by the City. Furthermore, it is recommended that payment of the 5% retainage or a portion there of, be withheld until it has been verified that all remaining punchlist items have been satisfactorily completed. Currently the only punchlist item outstanding is to reseed / overseed all areas that do not have a good stand of grass.

In summary, the following items for the West 7th Avenue North Watermain Improvement Project should be included on your agenda for the June 6, 2016 council meeting, preferably in this order.

West 7th Avenue North Water Main Improvement Project

1. Review and approval of Pay Estimate #5-Final Pay Estimate for Charlson Excavating Co., Inc.
2. Review and Approval of Resolution Accepting Work for Charlson Excavating Co., Inc.

I will plan on attending your council meeting on June 6, 2016 to answer any questions the City Council may have regarding this project and the Final Pay Estimate. Please call if you have any questions.

Sincerely,

VEENSTRA & KIMM, INC.

Jason Petersburg, P.E.
Project Engineer

Enclosures:

cc: Joe Weigel, Public Works Director, w/encl.

jap; v:\v&k\clients\muni\clear lake\project files\West 7th Ave N WM Imp Proj\38.1146\client corresp\Scott F. Pay Est 5 Final 053116.wpa

VEENSTRA & KIMM, INC.
2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596
641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

PAY ESTIMATE NO. 5 - FINAL

Date: May 27, 2016

Project Title	West 7th Avenue North Watermain Improvement Project Clear Lake, Iowa			Contractor	Charlson Excavating Co., Inc. 4111 7th Avenue North Clear Lake, IA 50428
Original Contract Amount & Date	$424,000.00	July 20, 2015		Pay Period	January 1 - May 27, 2016

BID ITEMS

Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
Division 1 - General							
1.01	Mobilization	LS	1	$15,000.00	$15,000.00	100%	$15,000.00
1.02	Traffic Control	LS	1	$7,500.00	$7,500.00	100%	$7,500.00
1.03	Roadway Pavement Removals	SY	403	$7.00	$2,821.00	420	$2,940.00
1.04	Driveway Pavement Removals	SY	500	$6.25	$3,125.00	500	$3,125.00
1.05	Clearing and Grubbing *assumed quantity	UNIT	161	$50.00	$8,050.00	82	$4,100.00
1.06	Granular Backfill Material *assumed quantity	TONS	250	$15.00	$3,750.00	250.00	$3,750.00
1.07	Stabilizing Material *assumed quantity	TONS	60	$18.00	$1,080.00	60.00	$1,080.00
1.08	Jack and Bore 24" Steel Casing	LF	115	$240.00	$27,600.00	115	$27,600.00
1.09	Railroad Insurance	LS	1	$4,000.00	$4,000.00	100%	$4,000.00
Division 2 – Erosion Control							
2.01	Silt Fence	LF	45	$5.00	$225.00	45	$225.00
2.02	Perimeter and Sediment Control Device, 9"	LF	400	$5.00	$2,000.00	125	$625.00
2.03	Intake Filter	EACH	4	$200.00	$800.00	5	$1,000.00
Division 3 – Sanitary Sewer							
3.01	Connect to Existing Sanitary Sewer Main	EACH	2	$250.00	$500.00	0	$0.00
3.02	Sanitary Sewer Main, Watermain Quality Pipe, 8"	LF	20	$50.00	$1,000.00	0	$0.00
3.03	Sanitary Sewer Service, 4" *assumed quantity	LF	50	$30.00	$1,500.00	26	$780.00
3.04	Sanitary Sewer Service, 6" *assumed quantity	LF	175	$40.00	$7,000.00	63	$2,520.00
Division 4 – Storm Sewer							
4.01	Connect to Existing Storm Sewer *assumed quantity	EACH	2	$500.00	$1,000.00	0	$0.00
4.02	Drain Tile Point Repair, 4-8" Diameter *assumed quantity	EACH	5	$400.00	$2,000.00	3	$1,200.00
4.03	Storm Sewer Pipe, RCP with Gaskets, 15" Dia. *assumed quantity	LF	12	$50.00	$600.00	0	$0.00

Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
Division 5 – Water Main							
5.01	Connect to Existing Water Main	EACH	5	$600.00	$3,000.00	6	$3,600.00
5.02	Fire Hydrant Removal and Salvage	EACH	2	$250.00	$500.00	3	$750.00
5.03	Water Main, Open Cut, PVC, 4" Dia.	LF	20	$40.00	$800.00	15	$600.00
5.04	Water Main, Open Cut, PVC, 6" Dia.	LF	27	$40.00	$1,080.00	44	$1,760.00
5.05	Water Main, Open Cut, PVC, 8" Dia.	LF	20	$50.00	$1,000.00	18	$900.00
5.06	Water Main, Open Cut, PVC, 12" Dia.	LF	2455	$48.00	$117,840.00	2455	$117,840.00
5.07	Water Main, Directional Bore, PVC, 12" Dia.	LF	200	$125.00	$25,000.00	200	$25,000.00
5.08	Water Main, Thru Steel Casing, PVC, 12" Dia.	LF	115	$60.00	$6,900.00	115	$6,900.00
5.09	6" Gate Valve	EACH	6	$900.00	$5,400.00	6	$5,400.00
5.10	8" Gate Valve	EACH	3	$1,500.00	$4,500.00	4	$6,000.00
5.11	12" Gate Valve	EACH	5	$2,300.00	$11,500.00	5	$11,500.00
5.12	Water Main, Fittings	LBS	2790	$6.50	$18,135.00	2382	$15,483.00
5.13	Water Services, Open Cut, ¾" Copper	LF	196	$22.00	$4,312.00	196	$4,312.00
5.14	Water Services, Directional Bore, ¾" Copper	LF	430	$29.50	$12,685.00	430	$12,685.00
5.15	¾" Corporation	EACH	33	$350.00	$11,550.00	34	$11,900.00
5.16	¾" Curb Stop and Box	EACH	31	$375.00	$11,625.00	31	$11,625.00
5.17	Water Services, Open Cut, 1" Copper	LF	20	$30.00	$600.00	6	$180.00
5.18	1" Corporation	EACH	2	$400.00	$800.00	1	$400.00
5.19	1" Curb Stop and Box (Assumed Quantity)	EACH	2	$400.00	$800.00	0	$0.00
5.20	Fire Hydrant	EACH	6	$2,700.00	$16,200.00	6	$16,200.00
5.21	Watermain Insulation	LF	115	$18.50	$2,127.50	45	$832.50
5.22	Water Main System & Compaction Testing	LS	1	$3,500.00	$3,500.00	100%	$3,500.00
Division 6 – Pavement							
6.01	Temporary Aggregate Surface Course, 6"	TONS	245	$17.50	$4,287.50	240.21	$4,203.68
6.02	Modified Subbase, 6"	SY	403	$6.00	$2,418.00	403	$2,418.00
6.03	PCC Roadway Pavement with Integral Curb & Gutter, 6" Thick	SY	403	$53.00	$21,359.00	403	$21,359.00
6.04	PCC Curb & Gutter, 2.5' (Assumed Quantity)	LF	50	$30.00	$1,500.00	50	$1,500.00
6.05	PCC Driveway Pavement, 6" Thick	SY	494	$50.00	$24,700.00	494	$24,700.00
Division 7 - Landscape							
7.01	Topsoil Import and Spread *Assumed Quantity	CY	500	$25.00	$12,500.00	352	$8,800.00
7.02	Seed, Fertilizer, and Mulch	SQ	315	$20.00	$6,300.00	315	$6,300.00
7.03	Sod	SQ	17	$90.00	$1,530.00	29	$2,610.00
	TOTAL CONTRACT				**$424,000.00**		**$404,703.18**

SUMMARY			
		Contract Price	Value Completed
	Original Contract Price	$424,000.00	$404,703.18
Approved Change Orders (list each)			
	TOTAL ALL CHANGE ORDERS	$0.00	$0.00
	Revised Contract Price	**$424,000.00**	**$404,703.18**
		Materials Stored	$0.00
		Value of Completed Work and Materials Stored	**$404,703.18**
		Less Liquidated Damages	$0.00
		Final Contract Amount (Revised Contract Price Less Damages & Assessments)	$404,703.18
		Less Retained Percentage (5%)	$20,235.16
		Net Amount Due This Estimate	**$384,468.02**
Less Estimate(s) Previously Approved	No.1	$102,379.60	
	No.2	$117,642.62	
	No.3	$139,097.10	
	No.4	$20,674.70	
	No.5	$0.00	
	No.6	$0.00	
		Less Total Pay Estimates Previously Approved	$379,794.02
Percent Complete	95.4%	**Amount Due This Estimate**	$4,674.00

The amount $4,674.00 is recommended for approval for payment in accordance with the terms of the contract.

The retainage amount $ 20,235.16 is recommended for payment 31 days after Owner acceptance of the work and completion of the punchlist items in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Charlson Excavating Co., Inc.	Veenstra & Kimm, Inc.	City of Clear Lake
Signature	Signature	Signature
Erick Mulstad	Jason Petersburg, P.E.	Scott Flory / Nelson Crabb
Title: Vice President	Title: Project Engineer	Title: City Administrator / Mayor
Date 5-27-16	Date 5-27-16	Date

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING WORK" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION ACCEPTING WORK

WHEREAS, on March 17, 2014, the City of Clear Lake, Iowa, entered into contract with Wicks Construction of Decorah, Iowa, for the construction of the North Shore Drive STP Street Reconstruction Project, within the City, as therein described; and

WHEREAS, the contractor has fully completed the construction of the improvements, known as the North Shore Drive STP Street Reconstruction Project, in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on May 31, 2016:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, STATE OF IOWA:

Section 1. That the report of the Engineer be and the same is hereby approved and adopted and the improvements are hereby accepted as having been fully completed in accordance with the plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be $2,275,375.97.

Section 2. The total project cost including construction, engineering, legal and administrative costs is determined to be $2,559,518.09.

PASSED AND APPROVED this 6th day of June, 2016.

_____

Mayor

ATTEST:

_____

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING PREPARATION OF FINAL PLAT AND SCHEDULE OF ASSESSMENTS" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING PREPARATION OF FINAL PLAT AND SCHEDULE OF ASSESSMENTS

BE IT RESOLVED, that the Engineer is hereby instructed to prepare a final plat and schedule showing the separate lots or parcels of ground subject to assessment for the cost of the North Shore Drive STP Street Reconstruction Project, together with the names of the owners thereof, so far as practicable, and the amount assessable by law against each lot or parcel of ground so assessable, and against any railway or street railway legally assessable therefor, and $367,879.51 of the whole amount of the cost of said improvements shall be assessed against the benefited properties, but not in excess of the amounts so assessed in the preliminary plat and schedule for the improvement, and filed in the office of the Clerk.

PASSED AND APPROVED this 6th day of June, 2016.

_____

Mayor

ATTEST:

_____

City Clerk

VEENSTRA & KIMM, INC.
2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596
641-421-8008 • 641-380-0313 (FAX) • 877-241-8008 (WATS)

CERTIFICATE OF COMPLETION

CITY OF CLEAR LAKE
NORTH SHORE DRIVE STP STREET RECONSTRUCTION PROJECT

May 20, 2015

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of North Shore Drive STP Street Reconstruction Project as performed by Wicks Construction, Inc. has been performed.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the plans, specifications, and that the total value of completed work is Two Million Two Hundred Seventy Five Thousand Three Hundred Seventy Five and 97/100 Dollars ($2,275,375.97). The portions of the project not in compliance with the plans and specifications have been documented and price adjusted with Change Orders.

VEENSTRA & KIMM, INC.

By: _____
Jason Petersburg, P.E.

Title: Project Engineer

Date: 5-31-16

Accepted: CITY OF CLEAR LAKE

By: _____
Scott Flory

Title: City Administrator

Date: 6-6-16

Form 830435
08-14

IOWA DOT
SMARTER | SIMPLER | CUSTOMER DRIVEN

STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor: Wicks Construction, Inc. of Decorah, IA (WI040)
Letting Date: 2/18/14
Work Type: PCC Pavement - Grade / Replace
Contract ID: 17-1372-619
Accounting ID(s): 31338
Project Number(s): STP-U-1372(619)--70-17

Type of Contract

- [x] Specified Start Date: July 8, 2014
- [ ] Approximate Start Date:
- [ ] Late Start Date:
- [x] Completion Date Contract: June 28, 2015

Actual Start Date: July 8, 2014
Field Completion Date: June 26, 2015

Site No.(s)	00	01			
Working Days Specified:	148	58			
Working Days Charged:	148	54			
Closure Days Specified:					
Closure Days Charged:					

Recommended for Acceptance	Iowa DOT Contract Acceptance
Signature: [signature] Project Engineer	Signature: David Roelen District Construction Engineer
Date: 5/20/16	Date: 5/21/16

Approved and Work Accepted on Behalf of the Board of Supervisors of

City of Clear Lake County this 6th Day of June, 2016 Year

Signature: [signature] County Engineer City

For Central Office Use Only

☐ Recorded Finance ☐ Recorded Construction & Materials

NOTE: On county administered projects, the County Engineer is required to sign "Recommended for Acceptance" and "Approved and Work Accepted on Behalf of the Board of Supervisors".

Project Engineer – Send original to District

District – Forward original to Office of Construction & Materials and copy to Project Engineer.

VEENSTRA & KIMM, INC.

* Consulting Engineering

Stone Creek Office Building
2800 Fourth Street, Suite 9
Mason City, Iowa 50401
Ph: 641-421-8008 Fax: 641-380-0313

City of Clear Lake

APPLICATION FOR PAYMENT NO. 10 - SEMI-FINAL

Date: April 21, 2016

Project Title: North Shore Drive STP Street Reconstruction Project STP-U-1372(619)--70-17 **Original Contract Amount: $2,331,187.78** **Contract Date: March 3, 2014**		**Contractor:** Wicks Construction, Inc. **Pay Period:** January 1- April 15, 2016

Item Number	Item Code	Item	Unit	Contract Quantity	Contract Prices Unit Price	Contract Prices Extended Price	Quantity Completed	Value Completed
1	2101-0850002	CLEARING AND GRUBBING	UNIT	383	$15.00	$5,745.00	217.2	$3,258.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,641.00	$10.00	$26,410.00	2,839	$28,390.00
3	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	352.0	$15.00	$5,280.00	371.1	$5,566.50
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	469	$12.00	$5,628.00	46	$552.00
5	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	2,464.00	$1.00	$2,464.00	2,464	$2,464.00
6	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	3,666.00	$2.05	$7,515.30	3,653	$7,488.65
7	2115-0100000	MODIFIED SUBBASE	CY	2,704.00	$35.00	$94,640.00	2,882	$100,870.00
8	2123-7450020	SHOULDER FINISHING, EARTH	STA	38.78	$138.00	$5,351.64	38.78	$5,351.64
9	2126-8275058	RECLAIMING PRESENT SURFACING MATERIAL	CY	1,000.00	$8.68	$8,680.00	484	$4,201.12
10	2214-5145150	PAVEMENT SCARIFICATION	SY	121	$12.25	$1,482.25	110.2	$1,349.95
11	2301-1033070	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C,	SY	14,302.00	$41.15	$588,527.30	14,095.3	$580,021.60
		CLASS 3 DURABILITY, 7 IN.						
12	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1	$2,000.00	$2,000.00	0%	$0.00
13	2303-0101000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	SY	121	$18.10	$2,190.10	110.2	$1,994.62
14	2304-0101000	TEMPORARY PAVEMENT	SY	565.3	$42.65	$24,110.05	0	$0.00
15	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	1,900.00	$15.50	$29,450.00	2,223.23	$34,460.07
16	2402-0425031	GRANULAR BACKFILL	TON	600	$12.50	$7,500.00	17.77	$222.13
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH	5	$4,065.00	$20,325.00	5	$20,325.00
18	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	$2,800.00	$2,800.00	1	$2,800.00
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	2	$4,900.00	$9,800.00	2	$9,800.00
20	2435-0250100	INTAKE, SW-501	EACH	22	$2,600.00	$57,200.00	22	$57,200.00
21	2435-0250300	INTAKE, SW-503	EACH	2	$3,500.00	$7,000.00	2	$7,000.00
22	2435-0250800	INTAKE, SW-508	EACH	1	$3,000.00	$3,000.00	1	$3,000.00
23	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	8	$750.00	$6,000.00	7	$5,250.00
24	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	3	$2,500.00	$7,500.00	3	$7,500.00
25	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	7	$500.00	$3,500.00	7	$3,500.00
26	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2	$500.00	$1,000.00	2	$1,000.00
27	2502-8212306	SUBDRAIN, STANDARD, PERFORATED, 6 IN., AS PER PLAN	LF	3,715.90	$10.50	$39,016.95	3,753.5	$39,411.75
28	2502-8212308	SUBDRAIN, STANDARD, PERFORATED, 8 IN., AS PER PLAN	LF	401	$15.00	$6,015.00	408	$6,120.00
29	2502-8220193	SUBDRAIN OUTLET (RF-19C)	EACH	26	$75.00	$1,950.00	26	$1,950.00
30	2502-8221006	SUBDRAIN RISER, 6 IN., AS PER PLAN	EACH	3	$250.00	$750.00	4	$1,000.00
31	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	2	$350.00	$700.00	2	$700.00
32	2503-0111018	STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE	LF	62.5	$33.00	$2,062.50	42	$1,386.00
		(HDPE), 18 IN.						

Item Number	Item Code	Item	Unit	Contract Quantity	Contract Prices		Quantity Completed	Value Completed
					Unit Price	Extended Price		
33	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	LF	20	$40.00	$800.00	0	$0.00
34	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	1,140.00	$39.00	$44,460.00	1,142	$44,538.00
35	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	99	$46.00	$4,554.00	99	$4,554.00
36	2503-0116229	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE (RCAP), 2000D (CLASS A-III), 29 IN. X 18 IN.	LF	356	$63.00	$22,428.00	361	$22,743.00
37	2503-0116237	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE (RCAP), 2000D (CLASS A-III), 37 IN. X 23 IN.	LF	43.5	$90.00	$3,915.00	56	$5,040.00
38	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	323	$15.00	$4,845.00	333	$4,995.00
39	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	566	$41.00	$23,206.00	558	$22,878.00
40	2504-0114010	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	20	$50.00	$1,000.00	3	$150.00
41	2504-0114012	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	1,508.00	$45.00	$67,860.00	1,505	$67,725.00
42	2504-0200406	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	1,887	$41.00	$77,367.00	1,678	$68,798.00
43	2504-0200408	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	33	$41.00	$1,353.00	24	$984.00
44	2504-0320300	SANITARY SEWER CLEANOUT, SW-203	EACH	6	$440.00	$2,640.00	7	$3,080.00
45	2510-6745850	REMOVAL OF PAVEMENT	SY	14,741.60	$5.50	$81,078.80	14,645.6	$80,550.80
46	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	19	$350.00	$6,650.00	19	$6,650.00
47	2511-6745900	REMOVAL OF SIDEWALK	SY	1,643.30	$4.00	$6,573.20	1663.8	$6,655.20
48	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	1,647.10	$45.00	$74,119.50	1736	$78,120.00
49	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	408.6	$48.00	$19,612.80	401.1	$19,252.80
50	2511-7528101	DETECTABLE WARNINGS	SF	564	$40.00	$22,560.00	528	$21,120.00
51	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	104	$25.00	$2,600.00	91	$2,275.00
52	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	714.1	$43.50	$31,063.35	897.7	$39,049.95
53	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	116.9	$47.00	$5,494.30	117.7	$5,531.90
54	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	1,209.20	$5.00	$6,046.00	1209.2	$6,046.00
55	2518-6910000	SAFETY CLOSURE	EACH	30	$100.00	$3,000.00	34	$3,400.00
56	2523-0000310	HANDHOLES AND JUNCTION BOXES	EACH	2	$500.00	$1,000.00	2	$1,000.00
57	2523-0000400	CONTROL CABINET	EACH	1	$24,500.00	$24,500.00	1	$24,500.00
58	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	10	$299.50	$2,995.00	16	$4,792.00
59	2528-8445110	TRAFFIC CONTROL	LS	1	$7,450.00	$7,450.00	100%	$7,450.00
60	2533-4980005	MOBILIZATION	LS	1	$150,000.00	$150,000.00	100%	$150,000.00
61	2552-0000210	TRENCH FOUNDATION	TON	300	$1.00	$300.00	0	$0.00
62	2552-0000300	TRENCH COMPACTION TESTING	LS	1	$6,000.00	$6,000.00	100%	$6,000.00
63	2554-0114004	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF	40	$50.00	$2,000.00	27	$1,350.00
64	2554-0114006	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	20	$50.00	$1,000.00	4	$200.00
65	2554-0114008	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	460	$37.00	$17,020.00	440.5	$16,298.50
66	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	268	$41.00	$10,988.00	209.5	$8,589.50
67	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	1,880	$44.00	$82,720.00	1,822.5	$80,190.00
68	2554-0124012	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	485	$93.00	$45,105.00	485	$45,105.00
69	2554-0203000	FITTINGS BY WEIGHT, DUCTILE IRON	LB	3,288	$7.75	$25,482.00	2,597	$20,126.75
70	2554-0207006	VALVE, GATE, DIP, 6 IN.	EACH	1	$800.00	$800.00	0	$0.00
71	2554-0207008	VALVE, GATE, DIP, 8 IN.	EACH	5	$1,100.00	$5,500.00	5	$5,500.00
72	2554-0207010	VALVE, GATE, DIP, 10 IN.	EACH	2	$1,600.00	$3,200.00	2	$3,200.00
73	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH	8	$2,050.00	$16,400.00	8	$16,400.00
74	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	8	$4,300.00	$34,400.00	8	$34,400.00
75	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1	$12,000.00	$12,000.00	1	$12,000.00
76	2599-9999005	Corporation Stop, 1"	EACH	1	$300.00	$300.00	2	$600.00
77	2599-9999005	Corporation Stop, 1-1/2"	EACH	1	$500.00	$500.00	0	$0.00
78	2599-9999005	Corporation Stop, 2"	EACH	1	$600.00	$600.00	2	$1,200.00
79	2599-9999005	Corporation Stop, 3/4"	EACH	44	$335.00	$14,740.00	45	$15,075.00
80	2599-9999005	C-Type Connection	EACH	1	$1,000.00	$1,000.00	1	$1,000.00
81	2599-9999005	Curb Stop & Box, 1"	EACH	1	$200.00	$200.00	2	$400.00
82	2599-9999005	Curb Stop & Box, 1-1/2"	EACH	1	$400.00	$400.00	0	$0.00
83	2599-9999005	Curb Stop & Box, 2"	EACH	1	$500.00	$500.00	2	$1,000.00
84	2599-9999005	Curb Stop & Box, 3/4"	EACH	42	$160.00	$6,720.00	43	$6,880.00
85	2599-9999005	Inlet Protection	EACH	50	$125.00	$6,250.00	50	$6,250.00
86	2599-9999005	Lighting Pole Foundation	EACH	22	$600.00	$13,200.00	21	$12,600.00
87	2599-9999005	Relocate Site Seeing Binoculars	EACH	2	$750.00	$1,500.00	2	$1,500.00
88	2599-9999005	Sanitary Sewer Wye, 10" x 6"	EACH	2	$400.00	$800.00	0	$0.00

Item Number	Item Code	Item	Unit	Contract Quantity	Contract Prices		Quantity Completed	Value Completed
					Unit Price	Extended Price		
89	2599-9999005	Sanitary Sewer Wye, 12" x 6"	EACH	51	$480.00	$24,480.00	44	$21,120.00
90	2599-9999005	Sanitary Sewer Wye, 12" x 8"	EACH	1	$750.00	$750.00	1	$750.00
91	2599-9999005	Sanitary Sewer Wye, 8" x 6"	EACH	2	$325.00	$650.00	11	$3,575.00
92	2599-9999005	Yard Hydrant Relocation	EACH	1	$1,000.00	$1,000.00	1	$1,000.00
93	2599-9999009	Electrical Circuit, (1-A1&1-B1, 1-A2&1-B2, 1-A3&1-B3, 1-A4&1-B4)	LF	6,000.00	$10.00	$60,000.00	6000	$60,000.00
94	2599-9999009	Electrical Circuit, (1-A5&1-B5, 1-A6&1-B6)	LF	1,200.00	$9.00	$10,800.00	1200	$10,800.00
95	2599-9999009	Paver Edge Restraint	LF	790	$25.00	$19,750.00	757.5	$18,937.50
96	2599-9999009	Railbed Removal	LF	750	$20.00	$15,000.00	750	$15,000.00
97	2599-9999009	Water Service, Copper, 1"	LF	57	$30.00	$1,710.00	122	$3,660.00
98	2599-9999009	Water Service, Copper, 1-1/2"	LF	25.9	$35.00	$906.50	0	$0.00
99	2599-9999009	Water Service, Copper, 2"	LF	9.5	$80.00	$760.00	14	$1,120.00
100	2599-9999009	Water Service, Copper, 3/4"	LF	1,542.80	$28.00	$43,198.40	1254	$35,112.00
101	2599-9999014	Brick Paver Sidewalk	SF	3,180	$13.00	$41,340.00	3,299.0	$42,887.00
102	2599-9999014	PCC Crosswalk, Colored & Stamped, 7"	SF	1,769	$11.00	$19,459.00	1,663.8	$18,301.80
103	2599-9999014	PCC Paver Base, 5"	SF	3,180	$5.00	$15,900.00	3,267.0	$16,335.00
104	2599-9999014	Removal of Brick Pavers	SF	135	$10.00	$1,350.00	135	$1,350.00
105	2599-9999018	Bike Lane, PCC, 5" Colored	SY	198	$95.00	$18,810.00	265.4	$25,213.00
106	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	0.8	$4,900.00	$3,920.00	0.09	$441.00
107	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.8	$2,350.00	$1,880.00	0.09	$211.50
108	2601-2639010	SODDING	SQ	379.8	$95.80	$36,384.84	481	$46,079.80
109	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	750	$2.50	$1,875.00	720	$1,800.00
110	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	750	$1.00	$750.00	720	$720.00
111	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	10	$1,000.00	$10,000.00	0	$0.00
112	2610-0000212	MULCH, SHREDDED BARK	CY	4	$78.75	$315.00	5.25	$413.44
113	2611-0000200	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	14	$415.00	$5,810.00	15	$6,225.00
		TOTAL STP-U-1372(619)--70-17				**$2,331,187.78**		**$2,272,928.47**
7001	2101-0850002	Clearing & Grubbing (CO2)	UNIT	-165.8	$15.00	-$2,487.00		
7002	2102-2710070	Excavation, Cl 10, Roadway and Borrow (CO2)	CY	198.0	$10.00	$1,980.00		
7003	2105-8425005	Topsoil, Furnish & Spread (CO2)	CY	31.3	$15.00	$469.50		
7004	2105-8425015	Topsoil, Strip, Salvage, Spread (CO2)	CY	-423.0	$12.00	-$5,076.00		
7005	2113-0001100	Subgrade Stabilization Material, Polymer Grid (CO2)	SY	-13.0	$2.05	-$26.65		
7006	2115-0100000	Modified Subbase (CO2)	CY	178.0	$35.00	$6,230.00		
7007	2301-6911722	PCC Pavement Samples (CO2)	LS	-1.0	$2,000.00	-$2,000.00		
7008	2511-7526004	Sidewalk, PCC, 4" (CO3)	SY	32.5	$45.00	$1,462.50		
7009	2511-7526006	Sidewalk, PCC, 6" (CO3)	SY	-7.5	$48.00	-$360.00		
7010	2515-2475006	Driveway, PCC, 6" (CO3)	SY	183.6	$43.50	$7,986.60		
7011	2515-2475007	Driveway, PCC, 7" (CO3)	SY	0.8	$47.00	$37.60		
7012	2105-8425005	Topsoil, Furnish & Spread (CO4)	CY	-12.2	$15.00	-$183.00		
7013	2214-5145150	Pavement Scarification (CO4)	SY	-10.8	$12.25	-$132.30		
7014	2301-1033070	PCC Pavement, Cl C, Cl 3 Dur, 7" Thick (CO4)	SY	-96.0	$41.15	-$3,950.40		
7015	2303-0101000	HMA Mixture, Wedge, Level, or Strengthen Course (CO4)	SY	-10.8	$18.10	-$195.48		
7016	2402-0425031	Granular Backfill Material (CO4)	TON	-582.2	$12.50	-$7,277.88		
7017	2511-6745900	Removal of Sidewalk (CO4)	SY	20.5	$4.00	$82.00		
7018	2511-7526004	Sidewalk, PCC, 4" (CO4)	SY	56.4	$45.00	$2,538.00		
7019	2301-1033070	PCC Pavement, Cl C, Cl 3 Dur, 7" Thick (CO5)	SY	-96.0	$41.15	-$3,950.40		
7020	2301-1033070	PCC Pavement, Cl C, Cl 3 Dur, 7" Thick (CO5)	SY	-14.7	$41.15	-$604.91		
7021	2599-9999005	Lighting Pole Foundations (CO6)	EACH	-1.0	$600.00	-$600.00		
8001	2599-9999010	Brick Pavers around Electrical Boxes (CO1)	LS	1	$649.00	$649.00	1	$649.00
8002	2611-0000200	Trees, Furnished & Installed (w/warranty) 3" caliper (CO1)	EA	3	$599.50	$1,798.50	3	$1,798.50
					Change Order Total	**-$3,610.31**		
						$2,327,577.47		**$2,275,375.97**

SUMMARY			
		Contract Price STP-U-1372(619)--70-17	Total Value Completed STP-U-1372(619)--70-17
	Original Contract Price	$ 2,331,187.78	$ 2,275,375.97
Approved Change Orders (list each)			
	Revised Contract Price	$ 2,331,187.78	$ 2,275,375.97
Materials Stored			$ -
Value of Completed Work and Materials Stored			$ 2,275,375.97
Less Retained Percentage (3%) ($30,000 Maximum)			$ 30,000.00
Net Amount Due This Estimate			$ 2,245,375.97
Less Estimate(s) Previously Approved	No.1	$ 163,402.60	
	No.2	$ 168,054.96	
	No.3	$ 303,830.75	
	No.4	$ 456,212.16	
	No.5	$ 312,073.73	
	No.6	$ 314,979.06	
	No. 7	$ 218,937.15	
	No. 8	$ 295,522.61	
	No. 9	$ 7,883.44	
	No. 10		
		Total Previously Approved	$ 2,240,896.46
Percent Complete	97.6%	**Amount Due This Estimate**	$ 4,479.51

The amount $ 4,479.51 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Reviewed By:	Recommended By:	Approved By:
Wicks Construction, Inc.	Veenstra & Kimm, Inc.	City of Clear Lake
Signature	Signature	Signature
David Clark	Jason Petersburg, P.E.	Scott Flory
Project Manager	Project Engineer	City Administator
Title	Title	Title
Date 5-4-16	Date 5-4-16	Date 6-6-16

City

VEENSTRA & KIMM, INC.

* Consulting Engineering

Stone Creek Office Building
2800 Fourth Street, Suite 9
Mason City, Iowa 50401
Ph: 641-421-8008 Fax: 641-380-0313

City of Clear Lake

APPLICATION FOR PAYMENT NO. 11 - FINAL

Date: May 31, 2016

Project Title: North Shore Drive STP Street Reconstruction Project STP-U-1372(619)--70-17		Contractor: Wicks Construction, Inc.
Original Contract Amount: $2,331,187.78		Pay Period: April 16 - May 31, 2016
Contract Date: March 3, 2014		

Item Number	Item Code	Item	Unit	Contract Quantity	Contract Prices Unit Price	Contract Prices Extended Price	Quantity Completed	Value Completed
1	2101-0850002	CLEARING AND GRUBBING	UNIT	383	$15.00	$5,745.00	217.2	$3,258.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,641.00	$10.00	$26,410.00	2,839	$28,390.00
3	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	352.0	$15.00	$5,280.00	371.1	$5,566.50
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	469	$12.00	$5,628.00	46	$552.00
5	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	2,464.00	$1.00	$2,464.00	2,464	$2,464.00
6	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	3,666.00	$2.05	$7,515.30	3,653	$7,488.65
7	2115-0100000	MODIFIED SUBBASE	CY	2,704.00	$35.00	$94,640.00	2,882	$100,870.00
8	2123-7450020	SHOULDER FINISHING, EARTH	STA	38.78	$138.00	$5,351.64	38.78	$5,351.64
9	2126-8275058	RECLAIMING PRESENT SURFACING MATERIAL	CY	1,000.00	$8.68	$8,680.00	484	$4,201.12
10	2214-5145150	PAVEMENT SCARIFICATION	SY	121	$12.25	$1,482.25	110.2	$1,349.95
11	2301-1033070	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C,	SY	14,302.00	$41.15	$588,527.30	14,095.3	$580,021.60
		CLASS 3 DURABILITY, 7 IN.						
12	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1	$2,000.00	$2,000.00	0%	$0.00
13	2303-0101000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	SY	121	$18.10	$2,190.10	110.2	$1,994.62
14	2304-0101000	TEMPORARY PAVEMENT	SY	565.3	$42.65	$24,110.05	0	$0.00
15	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	1,900.00	$15.50	$29,450.00	2,223.23	$34,460.07
16	2402-0425031	GRANULAR BACKFILL	TON	600	$12.50	$7,500.00	17.77	$222.13
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH	5	$4,065.00	$20,325.00	5	$20,325.00
18	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	$2,800.00	$2,800.00	1	$2,800.00
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	2	$4,900.00	$9,800.00	2	$9,800.00
20	2435-0250100	INTAKE, SW-501	EACH	22	$2,600.00	$57,200.00	22	$57,200.00
21	2435-0250300	INTAKE, SW-503	EACH	2	$3,500.00	$7,000.00	2	$7,000.00
22	2435-0250800	INTAKE, SW-508	EACH	1	$3,000.00	$3,000.00	1	$3,000.00
23	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	8	$750.00	$6,000.00	7	$5,250.00
24	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	3	$2,500.00	$7,500.00	3	$7,500.00
25	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	7	$500.00	$3,500.00	7	$3,500.00
26	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2	$500.00	$1,000.00	2	$1,000.00
27	2502-8212306	SUBDRAIN, STANDARD, PERFORATED, 6 IN., AS PER PLAN	LF	3,715.90	$10.50	$39,016.95	3,753.5	$39,411.75
28	2502-8212308	SUBDRAIN, STANDARD, PERFORATED, 8 IN., AS PER PLAN	LF	401	$15.00	$6,015.00	408	$6,120.00
29	2502-8220193	SUBDRAIN OUTLET (RF-19C)	EACH	26	$75.00	$1,950.00	26	$1,950.00
30	2502-8221006	SUBDRAIN RISER, 6 IN., AS PER PLAN	EACH	3	$250.00	$750.00	4	$1,000.00
31	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	2	$350.00	$700.00	2	$700.00
32	2503-0111018	STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE	LF	62.5	$33.00	$2,062.50	42	$1,386.00
		(HDPE), 18 IN.						
33	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP),	LF	20	$40.00	$800.00	0	$0.00

Item Number	Item Code	Item	Unit	Contract Quantity	Contract Prices		Quantity Completed	Value Completed
					Unit Price	Extended Price		
		2000D (CLASS III), 12 IN.						
34	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP),	LF	1,140.00	$39.00	$44,460.00	1,142	$44,538.00
		2000D (CLASS III), 15 IN.						
35	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP),	LF	99	$46.00	$4,554.00	99	$4,554.00
		2000D (CLASS III), 18 IN.						
36	2503-0116229	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE	LF	356	$63.00	$22,428.00	361	$22,743.00
		(RCAP), 2000D (CLASS A-III), 29 IN. X 18 IN.						
37	2503-0116237	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE	LF	43.5	$90.00	$3,915.00	56	$5,040.00
		(RCAP), 2000D (CLASS A-III), 37 IN. X 23 IN.						
38	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	323	$15.00	$4,845.00	333	$4,995.00
39	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	566	$41.00	$23,206.00	558	$22,878.00
40	2504-0114010	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	20	$50.00	$1,000.00	3	$150.00
41	2504-0114012	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	1,508.00	$45.00	$67,860.00	1,505	$67,725.00
42	2504-0200406	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	1,887	$41.00	$77,367.00	1,678	$68,798.00
43	2504-0200408	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	33	$41.00	$1,353.00	24	$984.00
44	2504-0320300	SANITARY SEWER CLEANOUT, SW-203	EACH	6	$440.00	$2,640.00	7	$3,080.00
45	2510-6745850	REMOVAL OF PAVEMENT	SY	14,741.60	$5.50	$81,078.80	14,645.6	$80,550.80
46	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	19	$350.00	$6,650.00	19	$6,650.00
47	2511-6745900	REMOVAL OF SIDEWALK	SY	1,643.30	$4.00	$6,573.20	1663.8	$6,655.20
48	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	1,647.10	$45.00	$74,119.50	1736	$78,120.00
49	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	408.6	$48.00	$19,612.80	401.1	$19,252.80
50	2511-7528101	DETECTABLE WARNINGS	SF	564	$40.00	$22,560.00	528	$21,120.00
51	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	104	$25.00	$2,600.00	91	$2,275.00
52	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	714.1	$43.50	$31,063.35	897.7	$39,049.95
53	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	116.9	$47.00	$5,494.30	117.7	$5,531.90
54	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	1,209.20	$5.00	$6,046.00	1209.2	$6,046.00
55	2518-6910000	SAFETY CLOSURE	EACH	30	$100.00	$3,000.00	34	$3,400.00
56	2523-0000310	HANDHOLES AND JUNCTION BOXES	EACH	2	$500.00	$1,000.00	2	$1,000.00
57	2523-0000400	CONTROL CABINET	EACH	1	$24,500.00	$24,500.00	1	$24,500.00
58	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	10	$299.50	$2,995.00	16	$4,792.00
59	2528-8445110	TRAFFIC CONTROL	LS	1	$7,450.00	$7,450.00	100%	$7,450.00
60	2533-4980005	MOBILIZATION	LS	1	$150,000.00	$150,000.00	100%	$150,000.00
61	2552-0000210	TRENCH FOUNDATION	TON	300	$1.00	$300.00	0	$0.00
62	2552-0000300	TRENCH COMPACTION TESTING	LS	1	$6,000.00	$6,000.00	100%	$6,000.00
63	2554-0114004	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF	40	$50.00	$2,000.00	27	$1,350.00
64	2554-0114006	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	20	$50.00	$1,000.00	4	$200.00
65	2554-0114008	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	460	$37.00	$17,020.00	440.5	$16,298.50
66	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	268	$41.00	$10,988.00	209.5	$8,589.50
67	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	1,880	$44.00	$82,720.00	1,822.5	$80,190.00
68	2554-0124012	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	485	$93.00	$45,105.00	485	$45,105.00
69	2554-0203000	FITTINGS BY WEIGHT, DUCTILE IRON	LB	3,288	$7.75	$25,482.00	2,597	$20,126.75
70	2554-0207006	VALVE, GATE, DIP, 6 IN.	EACH	1	$800.00	$800.00	0	$0.00
71	2554-0207008	VALVE, GATE, DIP, 8 IN.	EACH	5	$1,100.00	$5,500.00	5	$5,500.00
72	2554-0207010	VALVE, GATE, DIP, 10 IN.	EACH	2	$1,600.00	$3,200.00	2	$3,200.00
73	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH	8	$2,050.00	$16,400.00	8	$16,400.00
74	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	8	$4,300.00	$34,400.00	8	$34,400.00
75	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1	$12,000.00	$12,000.00	1	$12,000.00
76	2599-9999005	Corporation Stop, 1"	EACH	1	$300.00	$300.00	2	$600.00
77	2599-9999005	Corporation Stop, 1-1/2"	EACH	1	$500.00	$500.00	0	$0.00
78	2599-9999005	Corporation Stop, 2"	EACH	1	$600.00	$600.00	2	$1,200.00
79	2599-9999005	Corporation Stop, 3/4"	EACH	44	$335.00	$14,740.00	45	$15,075.00
80	2599-9999005	C-Type Connection	EACH	1	$1,000.00	$1,000.00	1	$1,000.00
81	2599-9999005	Curb Stop & Box, 1"	EACH	1	$200.00	$200.00	2	$400.00
82	2599-9999005	Curb Stop & Box, 1-1/2"	EACH	1	$400.00	$400.00	0	$0.00
83	2599-9999005	Curb Stop & Box, 2"	EACH	1	$500.00	$500.00	2	$1,000.00
84	2599-9999005	Curb Stop & Box, 3/4"	EACH	42	$160.00	$6,720.00	43	$6,880.00
85	2599-9999005	Inlet Protection	EACH	50	$125.00	$6,250.00	50	$6,250.00
86	2599-9999005	Lighting Pole Foundation	EACH	22	$600.00	$13,200.00	21	$12,600.00
87	2599-9999005	Relocate Site Seeing Binoculars	EACH	2	$750.00	$1,500.00	2	$1,500.00
88	2599-9999005	Sanitary Sewer Wye, 10" x 6"	EACH	2	$400.00	$800.00	0	$0.00
89	2599-9999005	Sanitary Sewer Wye, 12" x 6"	EACH	51	$480.00	$24,480.00	44	$21,120.00
90	2599-9999005	Sanitary Sewer Wye, 12" x 8"	EACH	1	$750.00	$750.00	1	$750.00

Item Number	Item Code	Item	Unit	Contract Quantity	Contract Prices Unit Price	Contract Prices Extended Price	Quantity Completed	Value Completed
91	2599-9999005	Sanitary Sewer Wye, 8" x 6"	EACH	2	$325.00	$650.00	11	$3,575.00
92	2599-9999005	Yard Hydrant Relocation	EACH	1	$1,000.00	$1,000.00	1	$1,000.00
93	2599-9999009	Electrical Circuit, (1-A1&1-B1, 1-A2&1-B2, 1-A3&1-B3, 1-A4&1-B4)	LF	6,000.00	$10.00	$60,000.00	6000	$60,000.00
94	2599-9999009	Electrical Circuit, (1-A5&1-B5, 1-A6&1-B6)	LF	1,200.00	$9.00	$10,800.00	1200	$10,800.00
95	2599-9999009	Paver Edge Restraint	LF	790	$25.00	$19,750.00	757.5	$18,937.50
96	2599-9999009	Railbed Removal	LF	750	$20.00	$15,000.00	750	$15,000.00
97	2599-9999009	Water Service, Copper, 1"	LF	57	$30.00	$1,710.00	122	$3,660.00
98	2599-9999009	Water Service, Copper, 1-1/2"	LF	25.9	$35.00	$906.50	0	$0.00
99	2599-9999009	Water Service, Copper, 2"	LF	9.5	$80.00	$760.00	14	$1,120.00
100	2599-9999009	Water Service, Copper, 3/4"	LF	1,542.80	$28.00	$43,198.40	1254	$35,112.00
101	2599-9999014	Brick Paver Sidewalk	SF	3,180	$13.00	$41,340.00	3,299.0	$42,887.00
102	2599-9999014	PCC Crosswalk, Colored & Stamped, 7"	SF	1,769	$11.00	$19,459.00	1,663.8	$18,301.80
103	2599-9999014	PCC Paver Base, 5"	SF	3,180	$5.00	$15,900.00	3,267.0	$16,335.00
104	2599-9999014	Removal of Brick Pavers	SF	135	$10.00	$1,350.00	135	$1,350.00
105	2599-9999018	Bike Lane, PCC, 5" Colored	SY	198	$95.00	$18,810.00	265.4	$25,213.00
106	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	0.8	$4,900.00	$3,920.00	0.09	$441.00
107	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.8	$2,350.00	$1,880.00	0.09	$211.50
108	2601-2639010	SODDING	SQ	379.8	$95.80	$36,384.84	481	$46,079.80
109	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	750	$2.50	$1,875.00	720	$1,800.00
110	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	750	$1.00	$750.00	720	$720.00
111	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	10	$1,000.00	$10,000.00	0	$0.00
112	2610-0000212	MULCH, SHREDDED BARK	CY	4	$78.75	$315.00	5.25	$413.44
113	2611-0000200	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	14	$415.00	$5,810.00	15	$6,225.00
		TOTAL STP-U-1372(619)--70-17				**$2,331,187.78**		**$2,272,928.47**
CHANGE ORDERS								
7001	2101-0850002	Clearing & Grubbing (CO2)	UNIT	-165.8	$15.00	-$2,487.00		
7002	2102-2710070	Excavation, Cl 10, Roadway and Borrow (CO2)	CY	198.0	$10.00	$1,980.00		
7003	2105-8425005	Topsoil, Furnish & Spread (CO2)	CY	31.3	$15.00	$469.50		
7004	2105-8425015	Topsoil, Strip, Salvage, Spread (CO2)	CY	-423.0	$12.00	-$5,076.00		
7005	2113-0001100	Subgrade Stabilization Material, Polymer Grid (CO2)	SY	-13.0	$2.05	-$26.65		
7006	2115-0100000	Modified Subbase (CO2)	CY	178.0	$35.00	$6,230.00		
7007	2301-6911722	PCC Pavement Samples (CO2)	LS	-1.0	$2,000.00	-$2,000.00		
7008	2511-7526004	Sidewalk, PCC, 4" (CO3)	SY	32.5	$45.00	$1,462.50		
7009	2511-7526006	Sidewalk, PCC, 6" (CO3)	SY	-7.5	$48.00	-$360.00		
7010	2515-2475006	Driveway, PCC, 6" (CO3)	SY	183.6	$43.50	$7,986.60		
7011	2515-2475007	Driveway, PCC, 7" (CO3)	SY	0.8	$47.00	$37.60		
7012	2105-8425005	Topsoil, Furnish & Spread (CO4)	CY	-12.2	$15.00	-$183.00		
7013	2214-5145150	Pavement Scarification (CO4)	SY	-10.8	$12.25	-$132.30		
7014	2301-1033070	PCC Pavement, Cl C, Cl 3 Dur, 7" Thick (CO4)	SY	-96.0	$41.15	-$3,950.40		
7015	2303-0101000	HMA Mixture, Wedge, Level, or Strengthen Course (CO4)	SY	-10.8	$18.10	-$195.48		
7016	2402-0425031	Granular Backfill Material (CO4)	TON	-582.2	$12.50	-$7,277.88		
7017	2511-6745900	Removal of Sidewalk (CO4)	SY	20.5	$4.00	$82.00		
7018	2511-7526004	Sidewalk, PCC, 4" (CO4)	SY	56.4	$45.00	$2,538.00		
7019	2301-1033070	PCC Pavement, Cl C, Cl 3 Dur, 7" Thick (CO5)	SY	-96.0	$41.15	-$3,950.40		
7020	2301-1033070	PCC Pavement, Cl C, Cl 3 Dur, 7" Thick (CO5)	SY	-14.7	$41.15	-$604.91		
7021	2599-9999005	Lighting Pole Foundations (CO6)	EACH	-1.0	$600.00	-$600.00		
8001	2599-9999010	Brick Pavers around Electrical Boxes (CO1)	LS	1	$649.00	$649.00	1	$649.00
8002	2611-0000200	Trees, Furnished & Installed (w/warranty) 3" caliper (CO1)	EA	3	$599.50	$1,798.50	3	$1,798.50
					Change Order Total	**-$3,610.31**		**$2,447.50**
						$2,327,577.47		**$2,275,375.97**

SUMMARY			
		Contract Price STP-U-1372(619)--70-17	Total Value Completed STP-U-1372(619)--70-17
	Original Contract Price	$ 2,331,187.78	$ 2,275,375.97
Approved Change Orders (list each)			
	Total Change Order Adjustments	$ (3,610.31)	Based on Quantities and Unit Prices
	Revised Contract Price	**$ 2,327,577.47**	**$ 2,275,375.97**
Materials Stored			$ -
Value of Completed Work and Materials Stored			$ 2,275,375.97
Less Retained Percentage (3%) ($30,000 Maximum)			$ 30,000.00
Net Amount Due This Estimate			$ 2,245,375.97
Less Estimate(s) Previously Approved	No.1	$ 163,402.60	
	No.2	$ 168,054.96	
	No.3	$ 303,830.75	
	No.4	$ 456,212.16	
	No.5	$ 312,073.73	
	No.6	$ 314,979.06	
	No. 7	$ 218,937.15	
	No. 8	$ 295,522.61	
	No. 9	$ 7,883.44	
	No. 10 - Semi Final	$ 4,479.51	
		Total Previously Approved	$ 2,245,375.97
Percent Complete	97.8%	**Amount Due This Estimate**	$ -

The amount $ - **is recommended for approval for payment in accordance with the terms of the contract.**

The retainage amount $ 30,000.00 **is recommended for payment 31 days after owner accepance of work in accordance with the terms of the contract assuming all punchlist items have been completed.**

Quantities Complete Reviewed By:	**Recommended By:**	**Approved By:**
Wicks Construction, Inc.	**Veenstra & Kimm, Inc.**	**City of Clear Lake**
Signature	Signature	Signature
David Clark	Jason Petersburg, P.E.	Scott Flory
Project Manager	Project Engineer	City Administator
Title	Title	Title
Date	Date 5-31-16	Date 6-6-16

RESOLUTION # _____

A RESOLUTION PROPOSING THE VACATION OF CERTAIN CITY ALLEY RIGHT-OF-WAY AND DISPOSAL OF THE CITY'S INTEREST THEREIN TO ADJACENT PROPERTY OWNERS IN BLOCK 1 ANDERSEN & CHRISTENSEN ADDITION, CITY OF CLEAR LAKE, IOWA

WHEREAS, Anthony J. Scott, 400 S. 9th Street, James Shaman 404 S. 9th Street, Derek Hegtvedt, 408 S. 9th Street, and CHROBE LLC., 1001 & 1005 4th Avenue S, are requesting the vacation and disposal of the City's interest in the following undeveloped alley right-of-way:

The North-South alley right-of-way located between the South right-of-way line of 4th Avenue S. and the South right-of-way line of the East-West alley right-of-way extended West in Block One (1), Anderson & Christensen Addition to the City of Clear Lake; Cerro Gordo County, Iowa, and;

WHEREAS, the alley ROW is 16' x 175.6' feet long and was vacated by Ordinance #611, on July 5, 1994, but City records indicate no preceding action and/or recommendation by the City's Planning & Zoning Commission; nor publication of a public notice of a hearing before the City Council, in accordance with Iowa Code Section 364.7; nor do records indicate the City Council held a public hearing; nor did any official disposal of property ever occur, and

WHEREAS, City staff has reviewed the request and due to the fact that the alley is undeveloped and has not served a public access purpose for at least the past 22 years, and to eliminate potential liability, concludes the alley should be vacated and the property deeded to the adjacent property owners for their private use.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clear Lake, Iowa as follows:

1. That the proposal to vacate and dispose of the City's interest in the above-referenced undeveloped alley right-of-way shall be referred to the City's Planning & Zoning Commission for study and recommendation, pursuant to Clear Lake Code of Ordinances Section 137.02.

2. That a public hearing will be held on June 20, 2016 at 6:30 P.M. in the Council Chambers of City Hall at which time the City Council will hear objections to the proposed vacation and disposal by any interested party.

3. That the City Clerk is hereby directed to publish notice of the hearing in conformance with Section 364.7 of the Code of Iowa.

PASSED and APPROVED this 6th day of June, 2016.

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

CITY OF CLEAR LAKE

NOTICE OF PUBLIC HEARING TO VACATE AND DISPOSE OF THE CITY'S INTEREST IN CERTAIN ALLEY RIGHT-OF-WAY

NOTICE IS HEREBY GIVEN of a public hearing to be held before the Clear Lake, Iowa, City Council at City Hall, 15 N. 6th Street, at its regularly scheduled meeting on **MONDAY, JUNE 20, 2016, at 6:30 pm**, to consider the vacation of the following undeveloped alley right-of-way:

The North-South alley right-of-way located between the South right-of-way line of 4th Avenue S. and the South right-of-way line of the East-West alley right-of-way extended West in Block One (1), Anderson & Christensen Addition to the City of Clear Lake; Cerro Gordo County, Iowa.

The public is invited to attend and give written and oral comments. The right-of-way is proposed to be evenly dived between the adjacent property owners and sold for $0.50/sq. ft.

DATED this 6th day of June, 2016.

Date of publication: June 8th, 2016.

_____

Jennifer Larsen, City Clerk

Beacon™ Cerro Gordo County, IA

Overview

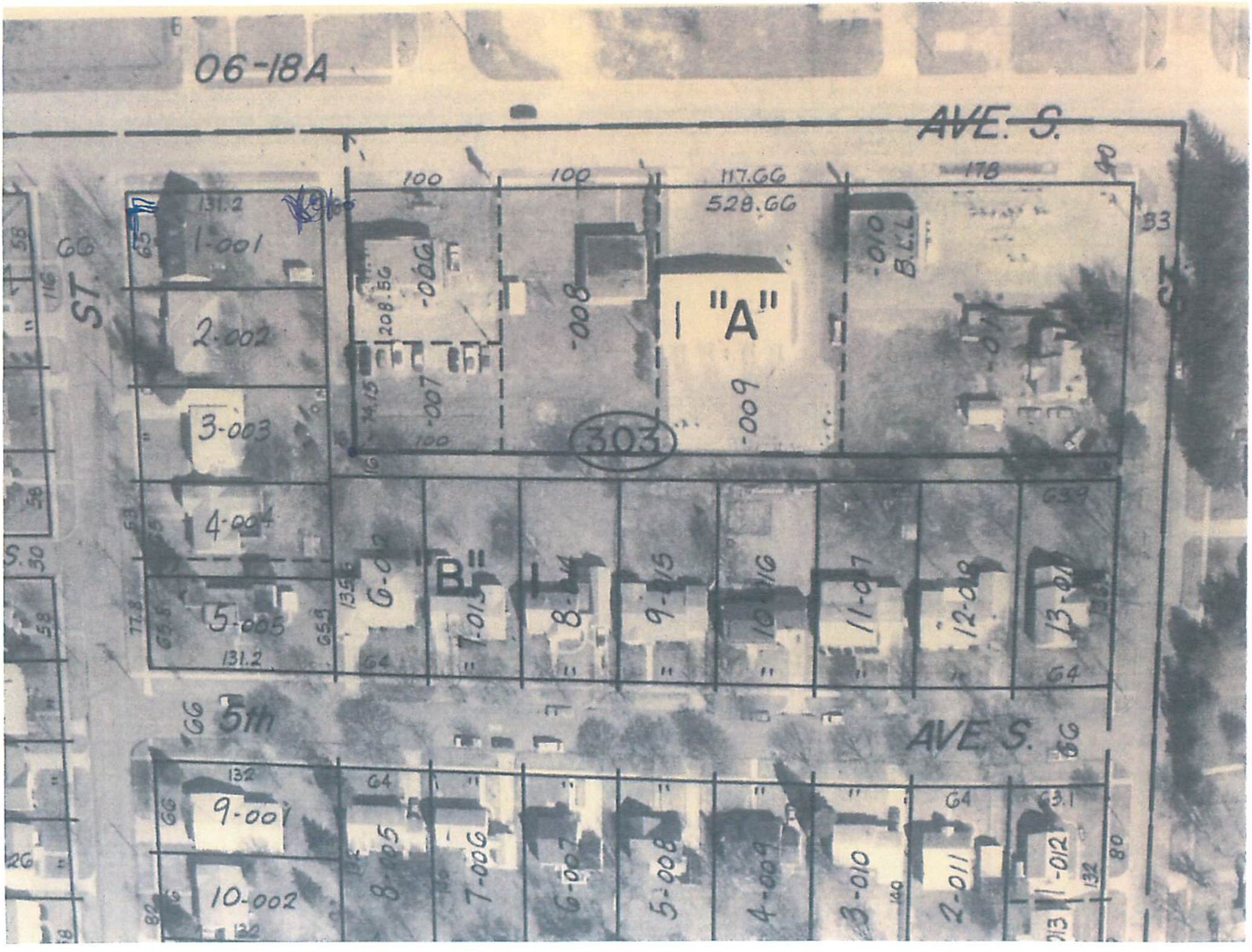
Legend

- × Parcel Point
- Parcels
- Corporate Limits
- Political Township

Date created: 5/12/2016

Developed by
The Schneider Corporation

LOT 001 ANTHONY SCOTT
LOT 002 JAMES SHAMAN
LOT 003 DEREK HEGTVEDT
LOT 023 CHROBE L.L.C.


06-18A
AVE. S.
ST.
5th
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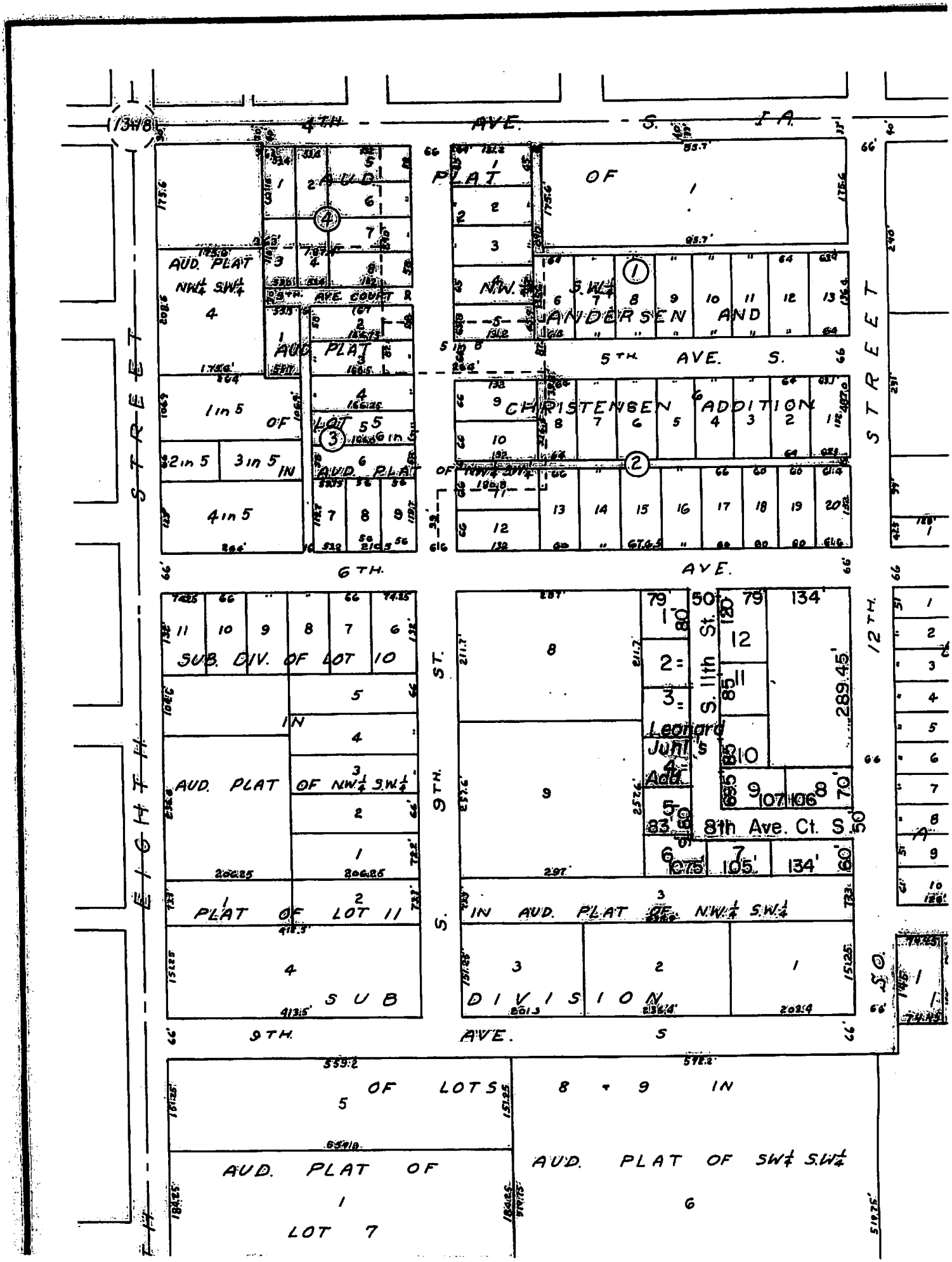

4TH AVE. S. IA.
AUD. PLAT OF
AUD. PLAT NW¼ SW¼
5TH AVE. COURT
AUD. PLAT
1 in 5 OF LOT 5
2 in 5
3 in 5 IN AUD. PLAT OF NW¼ SW¼
4 in 5
N.W. S.W.
ANDERSEN AND
5TH AVE. S.
CHRISTENSEN ADDITION
6TH AVE.
SUB. DIV. OF LOT 10
AUD. PLAT OF NW¼ SW¼
PLAT OF LOT 11 IN AUD. PLAT OF NW¼ SW¼
SUB DIVISION
9TH AVE. S
S. 11th St.
Leonard Juni's Add.
8th Ave. Ct. S.
12TH
9TH ST.
EIGHTH STREET
OF LOTS 8 + 9 IN
AUD. PLAT OF
LOT 7
AUD. PLAT OF SW¼ SW¼

COUNCIL CHAMBERS
CITY HALL REGULAR COUNCIL MEETING JULY 5, 1994
7:30 P.M.

The Clear Lake City Council met in Regular Session on Tuesday, July 5, 1994, at City Hall at 7:30 p.m. with Mayor Lois Kotz presiding. Following is the official record of attendance:

Present: Hughes, Larsen, Tesar, Wicker Jr
Absent: Mann

Councilmember Larsen moved to approve the agenda as published and Councilmember Wicker Jr seconded the motion. Roll Call: All Ayes.

CONSENT AGENDA - Councilmember Hughes moved and Councilmember Wicker Jr seconded the motion to approve the entire Consent Agenda consisting of the following: Roll Call: All Ayes.

A. Approval or corrections of minutes of 6/20/94

B. Approval of payment of claims as recommended by the Finance Committee - No Quorum

C. Approval of Licenses & Permits as recommended by the City Clerk
   1. Cigarette Permits - Casey's General Store; Mom's Place; Pronto Gas & Car Wash; Weeezer's
   2. Plumbing License - Hank's Plbg & Htg; Clausen Plbg & Htg
   3. Electrical License - Atwood Electric, Inc.; Currier Electric; McDevitt Electric; Doug's Electric
   4. Excavation License - Navratil Excavating

***DUE TO A MALFUNCTION OF RECORDING EQUIPMENT, THE FOLLOWING CONDENSED VERSION REPRESENTS THE OFFICIAL MEETING TRANSCRIPT.

CITIZENS' OPPORTUNITY - None.

HEARINGS - COMPREHENSIVE PLAN - Councilmember Tesar moved and Councilmember Wicker Jr seconded the motion to follow Planning and Zoning Commission's Recommendation to adopt the zoning map changes. Roll Call: All Ayes.

Councilmember Tesar moved to adjourn the Comprehensive Plan Hearing to July 18th, 1994 at 7:30 p.m. and Councilmember Hughes seconded the motion. Roll Call: All Ayes.

ALLEY VACATION - 4TH AVE S/5TH AVE S - City Attorney Goranson read the following Ordinance:

ORDINANCE NO. 611

AN ORDINANCE PROVIDING FOR THE VACATION OF AN ALLEY IN THE CITY OF CLEAR LAKE, IOWA

Be It Enacted By The Council Of The City Of Clear Lake, Iowa:

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate an alley in the City of Clear Lake, Iowa, more specifically described as follows:

The North-South alley located between the South line of 4th Avenue South and the South line of the East-West alley extended West in Block One (1), Andersen and Christensen Addition to Clear Lake, Iowa

Also, the East-West alley located between the East line of the North-South alley extended South and the West line of South 12th Street in Block One (1), Andersen and Christensen Addition to Clear Lake, Iowa

SECTION 2. FACTS FOUND. The Council of the City of Clear Lake, Iowa, hereby makes the following findings:

1. The above described alley is not needed for the use of the public and, therefore, its maintenance at public expense is no longer justified.

2. The vacation will not deny owners of property abutting on said alley reasonable access to their property.

SECTION 3. VACATION. The following alley in the City of Clear Lake, Iowa, and more specifically described as follows, to-wit:

The North-South alley located between the South line of 4th Avenue South and the South line of the East-West alley extended West in Block One (1), Andersen and Christensen Addition to Clear Lake, Iowa

Also, the East-West alley located between the East line of the North-South alley extended South and the West line of South 12th Street in Block One (1), Andersen and Christensen Addition to Clear Lake, Iowa

is hereby declared vacated.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect after its final passage, adoption and publication as provided by law.

PASSED BY THE COUNCIL on this 5th day of July, 1994, and approved this 5th day of July, 1994.

_____
Lois Kotz, Mayor

ATTEST:

_____
Thomas A. Lincoln, City Clerk

ORDINANCE NO. 611

AN ORDINANCE PROVIDING FOR THE VACATION OF AN ALLEY IN THE CITY OF CLEAR LAKE, IOWA

Be It Enacted By The Council Of The City Of Clear Lake, Iowa:

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate an alley in the City of Clear Lake, Iowa, more specifically described as follows:

The North-South alley located between the South line of 4th Avenue South and the South line of the East-West alley extended West in Block One (1), Andersen and Christensen Addition to Clear Lake, Iowa

Also, the East-West alley located between the East line of the North-South alley extended South and the West line of South 12th Street in Block One (1), Andersen and Christensen Addition to Clear Lake, Iowa

SECTION 2. FACTS FOUND. The Council of the City of Clear Lake, Iowa, hereby makes the following findings:

1. The above described alley is not needed for the use of the public and, therefore, its maintenance at public expense is no longer justified.

2. The vacation will not deny owners of property abutting on said alley reasonable access to their property.

SECTION 3. VACATION. The following alley in the City of Clear Lake, Iowa, and more specifically described as follows, to-wit:

The North-South alley located between the South line of 4th Avenue South and the South line of the East-West alley extended West in Block One (1), Andersen and Christensen Addition to Clear Lake, Iowa

Also, the East-West alley located between the East line of the North-South alley extended South and the West line of South 12th Street in Block One (1), Andersen and Christensen Addition to Clear Lake, Iowa

is hereby declared vacated.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect after its final passage, adoption and publication as provided by law.

PASSED BY THE COUNCIL on this 5th day of July, 1994, and approved this 5th day of July, 1994.

Lois Kotz, Mayor

ATTEST:

Thomas A. Lincoln, City Clerk

CHAPTER 137

VACATION AND DISPOSAL OF STREETS

137.01 Power to Vacate
137.02 Planning and Zoning Commission
137.03 Notice of Vacation Hearing
137.04 Findings Required
137.05 Disposal of Vacated Streets or Alleys
137.06 Disposal by Gift Limited

137.01 POWER TO VACATE. When, in the judgment of the Council, it would be in the best interest of the City to vacate a street, alley, portion thereof or any public grounds, the Council may do so by ordinance in accordance with the provisions of this chapter.

(Code of Iowa, Sec. 364.12 [2a])

137.02 PLANNING AND ZONING COMMISSION. Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Planning and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission.

(Code of Iowa, Sec. 392.1)

137.03 NOTICE OF VACATION HEARING. The Council shall cause to be published a notice of public hearing of the time at which the proposal to vacate shall be considered.

137.04 FINDINGS REQUIRED. No street, alley, portion thereof or any public grounds shall be vacated unless the Council finds that:

1. Public Use. The street, alley, portion thereof or any public ground proposed to be vacated is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified.

2. Abutting Property. The proposed vacation will not deny owners of property abutting on the street or alley reasonable access to their property.

137.05 DISPOSAL OF VACATED STREETS OR ALLEYS. When in the judgment of the Council it would be in the best interest of the City to dispose of a vacated street or alley, portion thereof or public ground, the Council may do so in accordance with the provisions of Section 364.7, Code of Iowa.

(Code of Iowa, Sec. 364.7)

137.06 DISPOSAL BY GIFT LIMITED. The City may not dispose of real property by gift except to a governmental body for a public purpose.
(Code of Iowa, Sec. 364.7[3])

EDITOR'S NOTE

The following ordinances, not codified herein and specifically saved from repeal, have been adopted vacating certain streets, alleys and/or public grounds and remain in full force and effect.

ORDINANCES NO:

230	255	306	483	571	612	636	
238	256	326	506	573	613	638	
241	271	327	510	606	618	647	
242	280	340	521	609	619	648	
251	297	368	541	611	627	669	

ORDINANCE NO.	ADOPTED	ORDINANCE NO.	ADOPTED
741	May 7, 2007		
744	June 18, 2007		
756	March 17, 2008		
759	June 2, 2008		
779	December 1, 2008		
781	January 5, 2009		