



CITY OF CLEAR LAKE

15 North 6th Street • P.O. Box 185 • Clear Lake, IA 50428
Phone: 641-357-5267 • Fax: 641-357-8711
www.cityofclearlake.com

Mayor
NELSON P.
CRABB

July 15, 2016

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS

The next regular meeting of the Clear Lake City Council is scheduled for Monday, July 18, 2016, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the attached agenda for the items discussed below.

COUNCIL MEMBERS

MARK
EBELING
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6A. **14th Ave N. Street Reconstruction Project.** One of the major capital improvement projects the City Council budgeted for in FY 17 is the reconstruction of that portion of 14th Ave N. between N. 8th Street and the east return of Logan Drive. That segment of 14th Ave N. is currently a 24' wide asphalt paved street (approximately 2"), with no curb & gutter or storm water improvements, and no sidewalks. The proposed improvements are anticipated to include 7" PCC paving (31' back-of-curb to back-of-curb); 4' sidewalks on both sides of the street, with ADA compliant sidewalk ramps; new 6" PCC driveway approaches; storm sewer and intakes; 6" sub-drain; and new water and sanitary sewer service laterals (as needed). The project will be partially funded by special assessments against the benefited properties.

City staff has prepared a Request for Proposals (RFP) for professional consulting services for the Project, which would be distributed to the three local engineering firms – subject to Council authorization. The scope of services to be provided includes: fieldwork; survey; design; special assessment plat & schedule; bidding; and construction observation and administration. Responses to the RFP are due to the Public Works Director by 4:00p.m., July 28, 2016. The City Council will consider an award of contract for professional services at its August 1st meeting.

ITEM #6B. **2016 Sanitary & Storm Sewer Rehabilitation Project.** At its regular meeting on July 5th, the City Council awarded the construction contract for the project to Visu-Sewer, Pewaukee, WI, in the amount of \$408,831.80.

The scope of the Project generally entails 24 segments of sanitary sewer main; the majority of which is 8" diameter piping, consisting of 6,200 lineal feet. Likewise, 8 segments of 22" diameter storm sewer piping, which equates to roughly 2,200 lineal feet. Lastly, there are 9 storm sewer and 33 sanitary sewer manholes to be rehabilitated.



Visu-Sewer has completed several like projects for the City. Most recently, they completed the 2015 Sewer Rehabilitation Project. The Project completion date is April, 2017.

Smart Quote: *"A failure is a man who has blundered, but is not able to cash in on the experience." – Elbert Hubbard, writer and artist*

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, JULY 18, 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 – July 5, 2016.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Sign Erector's License: Nagle Signs, Waterloo, (renewal).
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. 14th Avenue N. (N. 8th St – Logan Drive) Street Improvement Project:
 - Review of RFP, Joe Weigel, Public Works Director.
 - **Motion** to authorize issuance of RFP by City Council.
 - Discussion and consideration of **Motion** by City Council.
 - B. 2016 Sanitary & Storm Sewer Rehabilitation Project:
 - Review of request, Chase Holien, P.E., WHKS.
 - **Motion** to approve **Resolution #16-25**, A "Resolution approving Contract & bonds for the 2016 Sanitary & Storm Sewer Rehabilitation Project" by City Council.
 - Discussion and consideration of **Motion** by City Council.

C. 2016 Street Resurfacing Project:

- Review of Pay Estimate #2 and Change Order #2, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #2 and Change Order #2 by City Council.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

- Meeting with IDOT 7/28/16 to discuss US 18/HWY 122 Traffic Operations Study.
- Appointment to Library Board of Trustees of Tamara Schwichtenberg, 8259 Finch Avenue; term ending July 1, 2022.

9. Public Works Director's Report:

- S. 8th Street Private Water & Sanitary Service Lateral Replacements.
- Commencement of City-wide Tree Trimming Operations.

10. City Administrator's Report:

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – AUGUST 1, 2016

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



CITY OF CLEAR LAKE PUBLIC WORKS DEPARTMENT

1419 2nd Avenue South • P.O. Box 185 • Clear Lake, IA 50428
Phone (641) 357-6135 • FAX (641) 357-6150
www.cityofclearlake.com

July 19, 2016

To: Qualified and Interested Consultants

Re: **Request for Proposals**

Professional Civil Engineering Services-FY 2017 14th Ave N Street Imp. Project

The City of Clear Lake is soliciting proposals from qualified firms to provide Professional Civil Engineering Services, for the City's FY 2017 14th Ave N Street Improvement Project. Work shall include fieldwork, surveying, design services, including preliminary and final special assessment schedule and plat, bidding, and construction observation, and administration services.

Attached are the plan and profile sheets from the 1991 Grading and Seal Coat project. The City would like to utilize the existing 6" aggregate base that was constructed in the 1991 project.

Proposals must be submitted to: Mr. Joe Weigel, Director of Public Works
City of Clear Lake
1419 2nd Ave S
Clear Lake, IA 50428

Proposals are due by **4:00 p.m. on Thursday, July 28, 2016**, in order to be eligible for consideration in the selection process. Submittals received after this deadline will not be accepted. If accepted in error after the submittal deadline, the proposal package will be returned to the submitting firm unopened. City Council will consider awarding the contract for Professional Services at its August 1, 2016 meeting.

Please review the requirements on the attached RFP and submit your proposal accordingly. If you have any questions, please contact Joe Weigel at (641) 357-6135.

Very truly yours,

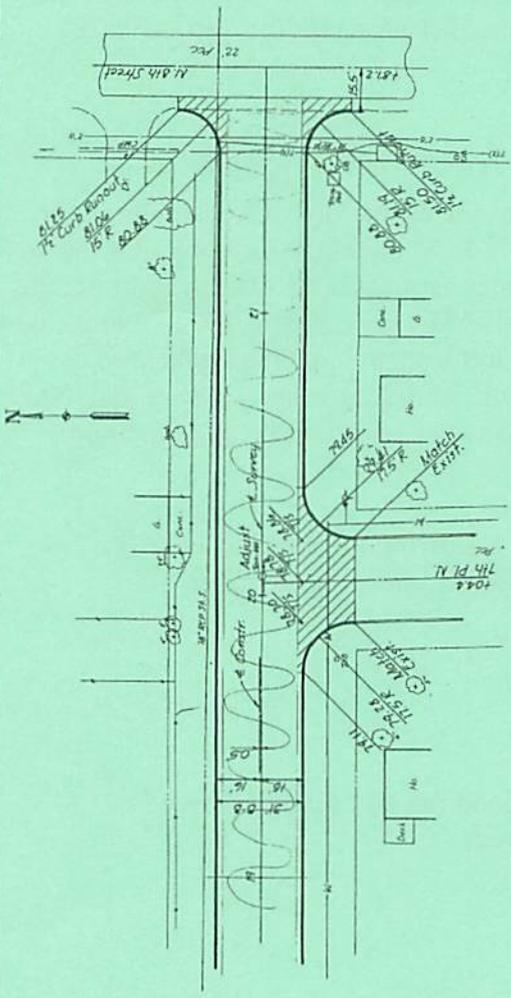
Joe Weigel
Director of Public Works

Cc: Scott Flory, City Administrator

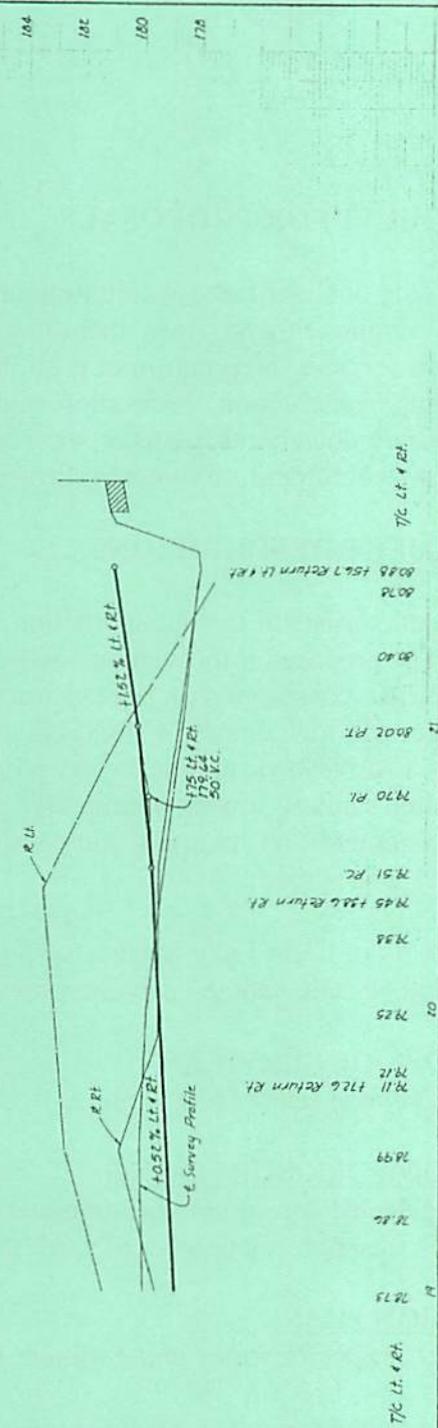
Scale: 1" = 20'

14th AVENUE NORTH

S.M.: Arrowhead on 14th, SE Cor. 7th Pl. N. & 14th Ave. N. — 143.05



NOTE: Grading Line to be 1.5' Lower than Top Curb Elev. Shown (C. Crews)



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REQUEST FOR PROPOSALS

The City of Clear Lake is soliciting proposals from qualified firms to provide Professional Civil Engineering Services, including, but not necessarily limited to: surveying, fieldwork, design services, preparation of preliminary and final special assessment schedules and plat, bidding, construction observation, and construction administration for the preparation of all necessary documents, plans & specifications, cost estimates (PS&E) for the City's FY 2017 14th Ave N Street Improvement Project.

PROJECT DESCRIPTION:

Project consists of the reconstruction of 14th Ave N from the east return of Logan Dr to N 8th St. The proposed improvements will include roadway 7" PCC paving 31' in width for the area identified, constructed on the existing 6" aggregate base constructed in 1991. In addition, the project will include new 4' PCC concrete sidewalks with ADA compliant sidewalk ramps, new 6" PCC driveways, and necessary roadway excavation and reshaping of aggregate base, possible sanitary sewer spot repairs. The project also will include new storm sewer and intake improvements, 6" subdrain, and possible new sewer and water service stubs to property on North side of road.

The City of Clear Lake intends to special assess for the following improvements: 6" PCC Paving, 4" sidewalk, 6" driveway approaches, and any sewer and water services.

SCOPE OF SERVICES

The scope of services include:

FIELDWORK/SURVEYING

The selected consultant shall conduct all necessary engineering and fieldwork required to verify the appropriate level of work on each selected street.

DESIGN PHASE

Plans & Specifications and Estimate Bid Package

The selected consultant shall provide: field review work and provide all necessary surveying and engineering design services, and prepare an approved PS & E bid package for the work described above. All work shall be performed under an Iowa licensed design professional.

Services will include design drawings, necessary permitting (IDNR, IDOT and Railroad), construction documents suitable for bidding and construction, plan check submittal and corrections, cost estimates, and construction schedule estimate.

The Consultant shall manage all aspects of the design with minimal direction from the City. In summary, the Consultant shall provide all necessary services to the City for a complete

PS & E bid package for the bidding of the project.

A hard copy and electronic pdf file of the record plans and specifications shall be submitted to the City upon completion of the project. All documents and plans shall be the property and ownership of the City.

The consultant shall provide at least 1 set of plans for each review submittal. It is anticipated that there will be no more than 2 submittals. After the approval of the final plans, the consultant shall provide the City with two (2) original sets of bid specifications and plans.

The consultant shall respond to any questions asked by City staff, prospective bidders, contractors, sub-contractors, etc. during the bidding phase and prepare necessary addenda to answer questions and to provide additional clarifications.

SPECIAL ASSESSMENT PHASE

The project will be funded, in part, by special assessments. The project will include the preparation of preliminary and final assessment plat and schedules utilizing the City's assessment policy. Benefited property owners will also be assessed all costs associated with 6" PCC Paving, 4" PCC sidewalk, 6" driveway approaches, and sewer and water services.

The consultant will be required to work and interact or otherwise coordinate special assessment process between City and its bond counsel.

CONSTRUCTION SERVICES

This request for proposal included "Resident Review" and observation to determine if work is being constructed according to the plans & specifications. It also includes "administration services" for pre-construction meeting, shop drawing review, preparation of change orders, pay requests, testing work coordination, final review of completed work, as-built drawings within two (2) months of Project acceptance, preparation of Certificate of Completion, and to answer questions on an as-needed basis during construction.

Construction staking, if necessary, will be a contractor requirement (bid item).

PROJECT MANAGEMENT

The consultant shall manage all aspects of the design with minimal direction from the City and prepare a complete set of plans & specifications, construction pay estimates and change orders, and construction schedule and certificate of completion for the project.

The consultant shall conduct meeting(s) with City officials during the project development and design phase (as necessary). The meetings shall be held at the Public Works office and/or City Hall.

PROPOSAL FORMAT

In order for your firm to be considered for this work, the following information must be submitted in the format specified below:

Cover Letter. This should be a summary emphasizing the strong points of the project team and the firm's experience. It should be brief (two pages maximum) and include the name, address, telephone number, title, and signature of the firm's contact person for this procurement. No resumes are requested.

Contents. Include contents of proposal.

Scope of Work. While the City's RFP includes a detailed scope of work expected of the consultant, it shall be the consultant's responsibility to provide all necessary services, whether listed or not in the RFP, to complete the PS & E bid package, and to facilitate the necessary approvals. The consultant can include any additional information he wishes in this section, or specify exclusions, if any, from the scope of work.

Schedule. Provide a schedule showing various components and milestones to complete the project and a statement of commitment to have the Project to bid by **January 11, 2017 and completed by June 23, 2017.**

Fee. Provide a **lump-sum fee proposal for design & bidding services; a maximum not-to-exceed fee proposal for onsite residential review (based on 120 hours); and administration services (based on 40 hours);** and be all inclusive of labor and indirect expenses, in a separate sealed envelope, broken down by services.

Qualifications and Experience. Include not more than 3 similar projects of relevant experience of the firm and any sub-consultants. The experience of each firm should be listed consecutively, with the primary consultant listed first.

EVALUATION CRITERIA

The proposals will be evaluated based upon several factors. Among these factors include shall be the format, organization, and presentation of the proposal, the qualification and experience of the project staff.

The following is the types of items, which will be used to evaluate and select the consultant:

- Experience with similar kinds of work;
- Qualifications of staff for work to be done;
- Performance on previous similar projects; and
- Cost of proposal.

CONSULTANT AGREEMENT

The selected consultant/firm will be retained by the City, with an agreement for consultant services that will comply with all local, state, and federal requirements for such agreements.

INSURANCE REQUIREMENTS

The Consultant will be required to maintain in force at all times during the performance of their work the following policy or policies of insurance covering its operations:

Comprehensive General Liability, including contractual liability, products and completed operations and business automobile liability, all of which will include coverage for both bodily injury and property damage with a combined single limit of one million dollars. The City shall be named as "additional insured" on all policies required to be furnished.

Professional liability coverage with limits not less than one million dollars.

Workers' Compensation coverage at statutory limits.

The consultant shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors, and have adequate insurance to cover such negligent acts, errors and omissions with limits of one million dollars.

PROPOSAL SUBMITTAL PROTOCOL

Two (2) copies of proposals must be addressed to Joe Weigel, Director of Public Works, 1419 2nd Avenue S., Clear Lake, IA 50428. The proposals shall be received by the City no later than **4:00 p.m., Thursday, July 28, 2016**, in order to be eligible for participation in the selection process.

RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR
THE 2016 SANITARY AND STORM SEWER REHABILITATION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA; that the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as construction of the 2016 Sanitary and Storm Sewer Rehabilitation Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Visu-Sewer, Inc., Pewaukee, Wisconsin

Bond surety: Merchant's Bonding Company

Date of Bond: July 6, 2016

Portion of project: All construction work.

PASSED AND APPROVED, this 18th day of July, 2016.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

CONTRACT

This contract, made as of the 6th day of July, 2016, by and between the City of Clear Lake, Iowa, hereinafter called the Owner, and Visu-Sewer, Inc. hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed 2016 Sanitary and Storm Sewer Repairs hereinafter called the Project, in accordance with the Drawings, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, Mason City, Iowa.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: Four Hundred Eight Thousand Eight Hundred Thirty-One Dollars and 80/100 (\$408,831.80) in accordance with the provisions of the Contract Documents.

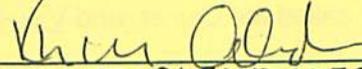
This contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

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

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

Visu-Sewer, Inc.

Contractor



By **KEITH M. ALEXANDER**
PRESIDENT

Pewaukee

WI

City

State

Mayor

Clear Lake

Iowa

City

State

ATTEST:

City Administrator

PAYMENT BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

Visu-Sewer, Inc.
(Hereinafter called the "Principal")

of W230 N4855 Betker Dr., Pewaukee, WI 53072

a/an Corporation

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and Merchants Bonding Company (Mutual) of Iowa (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto City of Clear Lake, Iowa (hereinafter called the "Obligee,") in the penal sum of Four Hundred Eight Thousand Eight Hundred Thirty-One Dollars and 80/100 (\$408,831.80), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the 6th day of July, 2016, the said Principal entered into a written agreement with said Obligee for the construction of the 2016 Sanitary and Storm Sewer Repairs items as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the 6th day of July, 2016.

(SEAL)

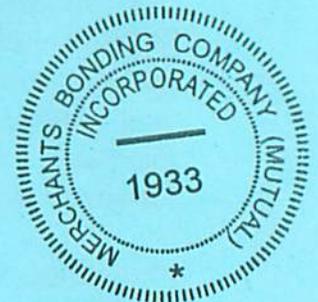
ATTEST: [Signature]
JAMES S. SERKETICH
CORPORATE SECRETARY

View-Sewer, Inc.
Principal
By: [Signature]
KEITH M. ALEXANDER
Title: PRESIDENT

(SEAL)

ATTEST: [Signature]

Merchants Bonding Company (Mutual)
Surety
By: [Signature]
Debra A. Hinkes, Attorney-in-Fact



PERFORMANCE AND MAINTENANCE BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

Visu-Sewer, Inc.

(Hereinafter called the "Principal")

of W230 N4855 Belker Dr., Pewaukee, WI 53072

a/an Corporation

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and

Merchants Bonding Company (Mutual) of Des Moines IA (hereinafter called the "Surety") a

Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto the City of Clear Lake, Iowa (hereinafter called the "Obligee,") in the penal sum of Four Hundred Eight Thousand Eight Hundred Thirty-One Dollars and 80/100 (\$408,831.80), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the 6th day of July, 2016, the said Principal entered into a written agreement with said Obligee for the construction of the 2016 Sanitary and Storm Sewer Repairs as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Bid Announcement, Proposal, Plans, Specifications, and related documents shall comply with all the requirements of the Laws of the State of Iowa, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for four (4) years after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials 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 public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

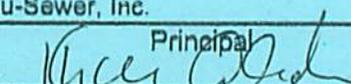
1. To the extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the 6th day of July, 2016.

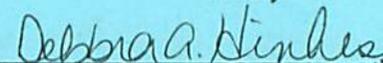
(SEAL)

ATTEST: 
JAMES S. SERKETICH
CORPORATE SECRETARY

Visu-Sewer, Inc.
By:  Principal
KEITH M. ALEXANDER
Title: PRESIDENT

(SEAL)

ATTEST: 

Merchants Bonding Company (Mutual)
Surety
By: 
Debra A. Hinkes, Attorney-in-Chief





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2016

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 R&R Insurance Services Inc 1581 E Racine Avenue PO Box 1610 Waukesha WI 53186	CONTACT NAME: Christine Miramontes PHONE (A/C, No, Ext): (262) 574-7000 E-MAIL ADDRESS: christine.miramontes@rrins.com	FAX (A/C, No): (262) 574-7080
	INSURER(S) AFFORDING COVERAGE	
INSURED Visu Sewer Inc W230 N4855 Betker Rd PO Box 804 Pewaukee WI 53072-0804	INSURER A: The Phoenix Insurance Company	NAIC # 25623
	INSURER B: The Charter Oak Fire Ins.	25615
	INSURER C: The Travelers Property Casualty	25674
	INSURER D: The Travelers Indemnity Company	25658
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1631864643 **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	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CO-59868X624-PHX	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Blkt Add'l Insured						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> \$5,000 PD Deductible						GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
B	AUTOMOBILE LIABILITY			810-5968X624-COF	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
							Medical payments \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	CUP-5968X624-TIL	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			JB-5968X624-TCT (WI)	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	JB-5985X713-COF (AOS)			E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below			JB-5982X298-PHX (IL)			E.L. DISEASE - EA EMPLOYEE \$ 500,000	
				(1000000/1000000/1000000)			E.L. DISEASE - POLICY LIMIT \$ 500,000	
B	Contractors Equipment Installation Floater			660-59868X624-COF	4/1/2016	4/1/2017	Leased/Rented Equipment 300,000	
							Any One Location/Transit 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: 2016 Sanitary and Storm Sewer Rehabilitation.
City of Clear Lake and WHKS are listed as additional insured on a primary and non-contributory basis in regards to general liability when required by writetn contract per form CGD604. Waiver of subrogation applies in regards to general liability and workers compensation when required by written contract in favor of additional insureds. 30 day notice of cancellation applies, 10 day notice for non-payment of premium. Builders risk applies per policy number 660-5167X974. \$408,832.00.

CERTIFICATE HOLDER **CANCELLATION**

City of Clear Lake 15 N 6th Street Clear Lake, IA 50428	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 Thomas Scheider/DM586

Additional Named Insureds

Other Named Insureds

Alex Rentals LLP	Additional Named Insured on All But Auto and WC
Visu-Sewer of Illinois LLC	Additional Named Insured
Visu-Sewer of Mississippi LLC	Additional Named Insured
Visu-Sewer of Missouri LLC	Additional Named Insured
VS Water Blasting LLC	Additional Named Insured



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)

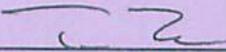
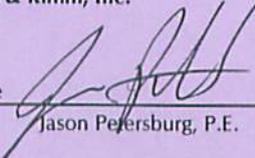
PAY ESTIMATE NO. 2

Date: July 12, 2016				Contractor		Heartland Asphalt, Inc. 2601 South Federal Avenue Mason City, IA 5041	
Project Title		2016 Street Resurfacing Project City of Clear Lake		Original Contract Amount & Date		May 16, 2016 \$ 400,393.12	
				Pay Period		June 4 - July 1, 2016	
BID ITEMS							
	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
BASE BID - Priority 1 through 9							
1.1	Mobilization	LS	1	\$ 26,600.00	\$ 26,600.00	100%	\$ 26,600.00
1.2	Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00	100%	\$ 3,500.00
1.3	Railroad Provisions	LS	1	\$ 8,350.00	\$ 8,350.00	100%	\$ 8,350.00
1.4	Construction Staking	LS	1	\$ 2,600.00	\$ 2,600.00	100%	\$ 2,600.00
1.5	Pavement Removal	SY	2,263	\$ 14.00	\$ 31,682.00	2,128	\$ 29,792.00
1.6	Pavement Scarification	SY	8,317	\$ 2.40	\$ 19,960.80	8,317	\$ 19,960.80
1.7	HMA Patch, 3" Thick	SY	1,393	\$ 22.60	\$ 31,481.80	1,316	\$ 29,741.60
1.8	PCC Curbs & Gutter, 6" Thick	LF	893	\$ 33.80	\$ 30,183.40	1,090	\$ 35,490.00
1.9	PCC Radius / Flume Pavement, 6" Thick	SY	189	\$ 81.95	\$ 15,488.55	153	\$ 12,538.35
1.10	PCC Sidewalk, 4" Thick	SF	1,027	\$ 7.85	\$ 8,061.95	1,202	\$ 9,435.70
1.11	PCC Sidewalk, 6" Thick	SF	1,235	\$ 11.00	\$ 13,585.00	1,366	\$ 15,026.00
1.12	ADA Detectable Warnings	SF	192	\$ 42.95	\$ 8,246.40	216	\$ 9,277.20
1.13	PCC Driveway Pavement, 6" Thick	SY	115	\$ 75.20	\$ 8,648.00	83	\$ 6,241.60
1.14	Fixture Adjustment, Manhole - Type 1 - Riser Ring	EA	6	\$ 610.00	\$ 3,660.00	6	\$ 3,660.00
1.15	Fixture Adjustment, Manhole - Type 2 - New Casting & Adjust Ring	EA	6	\$ 905.00	\$ 5,430.00	6	\$ 5,430.00
1.16	Fixture Adjustment, Manhole - Type 3 - Ex. Casting & Adjust Ring	EA	5	\$ 610.00	\$ 3,050.00	5	\$ 3,050.00
1.17	Fixture Adjustment, Valve Box	EA	7	\$ 125.00	\$ 875.00	2	\$ 250.00
1.18	Curb Grinding	LF	30	\$ 14.00	\$ 420.00	30	\$ 420.00
1.19	Aggregate Base Course	TON	505.3	\$ 20.00	\$ 10,106.00	356.48	\$ 7,129.60
1.20	Aggregate Surface Course	TON	100	\$ 20.00	\$ 2,000.00	0.00	\$ -
1.21	HMA Level Course	TON	265.4	\$ 78.30	\$ 20,780.82	79.42	\$ 6,218.59
1.22	HMA Surface Course, 2" Thick	SY	16,820	\$ 8.37	\$ 140,783.40	16,820.00	\$ 140,783.40
1.23	HMA Wedge Curb	LF	152	\$ 5.00	\$ 760.00	152	\$ 760.00
1.24	Lawn Restoration	SY	910	\$ 4.00	\$ 3,640.00	-	\$ -
1.25	HMA Testing	LS	1	\$ 500.00	\$ 500.00	100%	\$ 500.00
TOTAL ORIGINAL CONTRACT					\$ 400,393.12		\$ 376,754.84
CHANGE ORDERS							
CO1.1	Bid Item 1.2 Traffic Control	LS	1	\$ 250.00	\$ 250.00	100%	\$ 250.00
CO1.2	Bid Item 1.3 Railroad Provisions	LS	1	\$ -	\$ -	100%	\$ -
CO1.3	Bid Item 1.6 Pavement Scarification	SY	201	\$ 2.40	\$ 482.40	201	\$ 482.40
CO1.4	Bid Item 1.22 HMA Surface Course, 2" Thick	SY	251	\$ 8.37	\$ 2,100.87	251	\$ 2,100.87
CO2.1	Geogrid	SY	144	\$ 3.50	\$ 504.00	144	\$ 504.00
TOTAL CHANGE ORDERS					\$ 3,337.27		\$ 3,337.27
TOTAL REVISED CONTRACT					\$ 403,730.39		\$ 380,092.11

4112

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$ 400,393.12	\$ 380,092.11
Approved Change Orders (list each)	Change Order 1	\$ 2,833.27	Based on Quantities Complete & Unit Prices
	Change Order 2	\$ 504.00	Based on Quantities Complete & Unit Prices
Revised Contract Price		\$ 403,730.39	\$ 380,092.11
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 380,092.11
Less Retained Percentage (5%)			\$ 19,004.61
Net Amount Due This Estimate			\$ 361,087.50
Less Estimate(s) Previously Approved	No.1	\$ 48,215.73	
	No.2		
	No.3		
	No.4		
	No.5		
Total Previously Approved			\$ 48,215.73
Percent Complete	94.1%	Amount Due This Estimate	\$ 312,871.77

The amount \$ 312,871.77 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Heartland Asphalt, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature 	Signature 	Signature
Travis Tarr	Jason Petersburg, P.E.	Nelson Crabb / Scott Flory
Project Manager	Project Engineer	Mayor / City Administrator
Title	Title	Title
Date 7-12-14	Date 7-12-16	Date

City



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)

CHANGE ORDER

Change Order No: 2

This change order amends the existing contract dated May 16, 2016 between the City of Clear Lake (OWNER) and Heartland Asphalt, Inc. (CONTRACTOR) to add, revise, or delete work to the project identified below as described herein.

Project Name: 2016 Street Resurfacing Project

Project Location: Clear Lake, Iowa

Owner Project No.: _____

Engineer Project No.: 383164

Description of changes in work: Contractor to furnish all labor, materials and equipment in connection with the changes in work specified below:

Poor subgrade conditions were discovered after completing core out for full depth HMA patching, particularly on 6th Avenue North near Buddy Holly Place. As such, contractor directed to core out additional depth, install Geogrid and additional thickness of Aggregate Base Course. Additional Aggregate Base Course compensated on the basis of existing unit prices.

Unit prices and quantities of Geogrid installed are the basis of increased cost as noted below:

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
CO2.1	Geogrid	144 SY	\$3.50	<u>\$504.00</u> \$504.00

Change in Contract Price:

Contract amount prior to this Change Order: \$403,226.39 (Based on Estimated Quantities and Contract Unit Prices)

Change in Contract Time:

Contract completion date prior to this Change Order: June 30, 2016 (Completion Date)

Change in Contract Amount Due to this Change Order:

(Increase) \$504.00

Changes in Contract Completion Date due to this Change Order: None

(Working) (Calendar) Days

Contract Amount including this Change Order: \$403,730.39

(Based on Estimated Quantities and Contract Unit Prices)

Contract Completion Date including this Change Order: June 30, 2016

(Completion Date)

Except as specifically amended by this Change Order, all the terms and conditions of the original contract dated May 16, 2016 shall remain in full force and effect.

Approved By: <u>Scott Flury</u>	Recommended by: <u>[Signature]</u>	Approved By: <u>[Signature]</u>
Date: <u>7-18-16</u>	Date: <u>7-12-16</u>	Date: <u>7-12-16</u>
Owner: <u>City of Clear Lake</u>	Consultant: <u>Veenstra & Kimm, Inc.</u>	Contractor: <u>Heartland Asphalt, Inc.</u>