

September 4, 2015

Mayor
NELSON P.
CRABB

HONORABLE MAYOR & CITY COUNCIL MEMBERS

City
Administrator
SCOTT
FLORY

The next regular meeting of the Clear Lake City Council is scheduled for Tuesday, September 8, 2015, 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

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6B. **Buddy Holly Place Storm Sewer Extension**. One of the capital projects the City budgeted for in FY 16 was the extension of the municipal storm sewer collection system from the intersection of 14th Avenue N. & Buddy Holly Place south approximately 450 LF past the proposed future W. 12th Avenue N. Street extension from Buddy Holly Place that will be part of the future Sunset Ridge Subdivision. The project includes 24" diameter piping material, storm sewer intakes & manholes, minor ditch grading, pavement restoration, and seeding. The preliminary estimate of cost is \$40,000.

Sections 26.3 and 26.12 of the *Code of Iowa* exempt the City from the strict legal requirement to advertise for sealed bids and holding of a public hearing on the proposed plans, specifications, form of contract, & estimate of cost when the estimated cost for the Project is less than the competitive bid threshold established in Section 314.1B of the *Code of Iowa*.

The Project schedule calls for the Council to set the date for receiving competitive quotes as September 30th, at 11:00 a.m. The Council would then consider the bids at its regular meeting on October 5th and make an award of contract, as well as authorize approval of the Contract & bonds. It is anticipated that construction would begin on or after October 12th and be completed by November 18th.

Smart Quote: "People won't have time for you if you are always angry or complaining." – Stephen Hawking, Theoretical Physicist

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
TUESDAY, SEPTEMBER 8, 2015
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 – August 17, 2015.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - **Liquor License**: Class B Wine Permit (WB) with Sunday Sales, J avenue; Class E Liquor License, Class B Wine Permit, Class C Beer Permit with Sunday Sales, **Quick Shop**; (renewals), Class B Wine Permit, Class C Beer Permit with Sunday Sales, **Kwik Star #223**; Special Class C Liquor License, Class B Wine Permit with Outdoor Service, **Clear Lake Area Chamber of Commerce Harvest Festival**, (new).
 - **Cigarette Permit**: Kwik Star #223, (new).
 - **Street Closing Requests**: Opportunity Village Annual Benefit Walk, September 13th, Clear Lake Area Chamber of Commerce Harvest Festival, October 3rd.
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. Request from Clear Lake VFW regarding proposed Veterans Memorial Project:
 - Review of request Mike Nelson, Commander CL VFW
 - Discussion and questions by City Council.

B. 2015 Buddy Holly Place Storm Sewer Extension Project:

- Introduction by Scott Flory, City Administrator.
- Review of proposed plans & specifications, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to authorize the solicitation of sealed competitive quote proposals for the “2015 Buddy Holly Place Storm Sewer Extension Project” and setting September 30th, at 11:00 a.m., as the date and time for the opening of said quotes.
- Discussion and consideration of **Motion** by City Council.

C. 12th Ave S. Bridge/Culvert Replacement & Street Improvement Project

- Motion to take off the table **Resolution #15-43**, “A Resolution Making an Award of Contract”.
- Discussion and consideration of **Motion** by City Council.
- Update and recommendation, Mike Danburg, P.E., SEH Yaggy Colby.
- **Motion** to approve **Resolution #15-43**, “A Resolution Making an Award of Contract.”
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve Change Order #1 by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #15-44**, “A Resolution approving Contract & bonds.”
- Discussion and consideration of **Motion** by City Council.

D. North Shore Drive Street Re-construction Project – Proposed Street ROW Tree Planting Plan:

- Introduction by Scott Flory, City Administrator.
- Review of proposed plan, Jason Petersburg, P.E., Veenstra & Kimm.
- Discussion by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

- Dedication & flag raising ceremony set for September 11th, 11:30 a.m., at Clear Lake Veterans Memorial Golf Course.

9. Public Works Director's Report:

- Project update: Water Treatment Plant High Service Pump(s) Replacement Project and W. 7th Ave N. Pre-construction conference.
- S. 3rd Street Parking Lot Porous Pavers Replacement Quote.

10. City Administrator's Report:

- On-site open burning of landscape waste for large residential lots.

11. Other Business:

12. Adjournment.

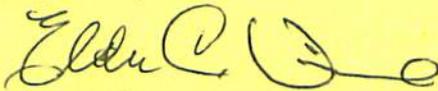
NEXT REGULAR MEETING – SEPTEMBER 21, 2015

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

Excerpt from the August 11, 2015 Minutes of VFW Post 4868.

Vine moved, 2nd Lyle Escherich, that the VFW monument committee be authorized to prepare and present to the Clear Lake City Council a detailed request that said monument be placed on the city property commonly known as the "water tower" site. Motion approved with no dissenting votes.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eldon C. Vine". The signature is written in a cursive style with a large, sweeping initial "E" and a long, horizontal flourish at the end.

Eldon C. Vine

Adjutant



BUDDY HOLLY PLACE STORM SEWER EXTENSION PROJECT

1. Project Schedule

<u>Activity / Task</u>	<u>Milestone Date</u>
a. Authorize Engineering Design Services	September 2, 2015
b. Perform Topographic Survey Required to Facilitate Design	By September 8, 2015
c. Prepare Preliminary Plans & Specifications	By September 8, 2015
d. Review Preliminary Plans & Specifications with Council	September 8, 2015
e. Set Date for Receiving Quotes	September 8, 2015
f. Complete Final Plans, Specifications, and Quote Documents	By September 11, 2015
g. Send out Project Information sheet to bidders	By September 11, 2015
h. Receive Competitive Quotes	September 30, 2015
i. Award of Contract / Approval of Contract & Bond	October 5, 2015
j. Begin Construction – 10 working days allowed	October 12, 2015
k. Complete Construction	November 18, 2015

Liquidated Damages = \$300 per Working Day

Quotation Documents will require 2 year Maintenance Bond.



September 11, 2015

PROJECT INFORMATION SHEET

**BUDDY HOLLY PLACE STORM SEWER EXTENSION PROJECT
CLEAR LAKE, IOWA**

OWNER: City of Clear Lake, Iowa

**COMPETITIVE QUOTES
RECEIVED:**

Until 11:00 A.M., September 30, 2015, by the City Clerk of Clear Lake. Quotes to be opened and read in the Council Chambers at Clear Lake City Hall, 15 North 6th Street, Clear Lake, Iowa.

DESCRIPTION OF PROJECT:

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

BUDDY HOLLY PLACE STORM SEWER EXTENSION PROJECT

Project includes all labor, materials and equipment necessary to construct approximately 450 linear feet of storm sewer, storm sewer intakes and manholes, minor ditch grading, pavement restoration, seeding and miscellaneous associated work including cleanup.

ESTIMATE OF COST: \$40,000

CONTRACT AWARD: The City will award a contract to the firm which submits a bid that is in their best interest.

BID SECURITY: Certified check, cashier's check, certified share draft of bid bond in the amount of five percent (5%) of the bid. Bidders shall use the bid bond form included in the specifications.

COMPLETION DATE: It is anticipated Notice to Proceed will be issued by October 12, 2015. Work for all items shall be substantially completed within 10 working days. All work shall be finally completed and the project ready for final acceptance by November 18, 2015.

ENGINEER: VEENSTRA & KIMM, INC., 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401.

RESOLUTION

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
12TH AVENUE S. BRIDGE REPLACEMENT AND STREET PANEL(S) REPLACEMENT
IMPROVEMENT PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 12th Avenue S. Bridge Replacement and Street Panel(s) Replacement Improvement Project, described in the plans and specifications heretofore adopted by this Council on August 17, 2015, be and is hereby accepted, the same being the lowest responsible bid received for such work, as follows:

Contractor: Peterson Contractors Inc. of Reinbeck, Iowa
Amount of bid: \$415,609.58
Portion of the Project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED and APPROVED this 17th day of August, 2015.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk



TABULATION OF BIDS

12th Avenue South Bridge Replacement Project Clear Lake, Iowa SEH No.: CLRLI 129081 Bid Date: 11:00 a.m., Thursday, August 13, 2015				Engineer's Estimate		Peterson Contractors, Inc. PO Box A Reinbeck, IA 50669 \$415,609.58		Graves Const. Co., Inc. 1810 340th Street, PO Box 1417 Spencer, IA 51301 \$424,373.90		Christensen Bros. Inc. 644 South River Road Cherokee, IA 51012 \$494,853.00		Minnowa Construction Inc. 850 Wickett Dr., PO Box 188 Harmony, MN 55939 \$513,076.50	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$49,000.00	\$49,000.00	\$50,000.00	\$50,000.00
2	Traffic Control	LS	1	2,500.00	2,500.00	2,750.00	2,750.00	5,000.00	5,000.00	2,750.00	2,750.00	5,000.00	5,000.00
3	Clear and Grub Tree	ACRE	0.25	5,000.00	1,250.00	8,000.00	2,000.00	20,000.00	5,000.00	15,800.00	3,950.00	10,000.00	2,500.00
4	Pavement Removal	SY	845	4.00	3,380.00	3.00	2,535.00	14.00	11,830.00	8.00	6,760.00	15.00	12,675.00
5	Removal of Existing Structure	LS	1	7,500.00	7,500.00	20,435.00	20,435.00	11,000.00	11,000.00	25,000.00	25,000.00	36,000.00	36,000.00
6	Excavation, Cl. 10, Roadway and Borrow	CY	500	10.00	5,000.00	5.00	2,500.00	21.00	10,500.00	8.50	4,250.00	10.00	5,000.00
7	Modified Subbase	TON	400	16.00	6,400.00	18.60	7,440.00	26.00	10,400.00	25.00	10,000.00	19.00	7,600.00
8	Standard or Slip Form PCC Pavement, 8"	SY	835	40.00	33,400.00	65.00	54,275.00	62.00	51,770.00	65.00	54,275.00	75.00	62,625.00
9	Bridge Approach Pavement	SY	200	125.00	25,000.00	230.00	46,000.00	153.00	30,600.00	200.00	40,000.00	225.00	45,000.00
10	PCC Patch, Full Depth Finish	SY	350	100.00	35,000.00	120.00	42,000.00	67.00	23,450.00	120.00	42,000.00	165.00	57,750.00
11	Structural Concrete (Bridge)	CY	126.3	600.00	75,780.00	753.10	95,118.53	680.00	85,884.00	1,100.00	138,930.00	875.00	110,512.50
12	Reinforcing Steel, Epoxy Coated	LBS	29254	1.10	32,179.40	0.96	28,063.84	1.10	32,179.40	1.00	29,254.00	1.25	36,567.50
13	Concrete Open Railing	LF	82.9	60.00	4,974.00	133.95	11,104.46	95.00	7,875.50	110.00	9,119.00	85.00	7,046.50
14	Piles, Steel, HP 10 X 42	LF	600	45.00	27,000.00	32.75	19,650.00	45.00	27,000.00	38.00	22,800.00	47.00	28,200.00
15	Granular Backfill	TON	75	12.00	900.00	19.65	1,473.75	30.00	2,250.00	20.00	1,500.00	22.00	1,650.00
16	Excavation, Cl. 20	CY	280	30.00	8,400.00	7.25	2,030.00	40.00	11,200.00	30.00	8,400.00	20.00	5,600.00
17	Fixture Adjustment	EA	3	550.00	1,650.00	500.00	1,500.00	1,550.00	4,650.00	1,100.00	3,300.00	500.00	1,500.00
18	Storm Intake SW-507	EA	1	3,500.00	3,500.00	4,800.00	4,800.00	7,800.00	7,800.00	5,200.00	5,200.00	2,500.00	2,500.00
19	Storm Intake SW-508	EA	1	3,500.00	3,500.00	4,800.00	4,800.00	7,800.00	7,800.00	5,500.00	5,500.00	2,500.00	2,500.00
20	Storm Intake SW-512	EA	1	2,500.00	2,500.00	2,400.00	2,400.00	2,800.00	2,800.00	2,200.00	2,200.00	2,500.00	2,500.00
21	Storm Sewer Pipe, 15"	LF	31	50.00	1,550.00	61.00	1,891.00	105.00	3,255.00	65.00	2,015.00	50.00	1,550.00
22	Storm Sewer Pipe, 12"	LF	65	40.00	2,600.00	61.00	3,965.00	100.00	6,500.00	60.00	3,900.00	50.00	3,250.00
23	Longitudinal Subdrain	LF	200	20.00	4,000.00	9.25	1,850.00	26.00	5,200.00	15.00	3,000.00	20.00	4,000.00
24	Subdrain Cleanout	EA	2	250.00	500.00	300.00	600.00	500.00	1,000.00	550.00	1,100.00	500.00	1,000.00
25	Subdrain Outlet (RF-19C)	EA	2	250.00	500.00	300.00	600.00	365.00	730.00	650.00	1,300.00	250.00	500.00
26	Revetment, Class E	TON	240	40.00	9,600.00	34.00	8,160.00	40.00	9,600.00	40.00	9,600.00	45.00	10,800.00
27	Topsoll, Furnish & Place	TON	150	20.00	3,000.00	20.00	3,000.00	32.00	4,800.00	20.00	3,000.00	20.00	3,000.00
28	Seeding - Rural	ACRE	1	2,500.00	2,500.00	3,250.00	3,250.00	3,000.00	3,000.00	5,500.00	5,500.00	5,000.00	5,000.00
29	Aggregate Surfacing, Driveway	TON	50	20.00	1,000.00	28.00	1,400.00	26.00	1,300.00	25.00	1,250.00	25.00	1,250.00
TOTAL BID PRICE					\$320,063.40		\$415,609.58		\$424,373.90		\$494,853.00		\$513,076.50

Comments

A total of four bids were received. The lowest bid was submitted by Peterson Contractors, Inc., of Reinbeck, Iowa in the amount of \$415,609.58 which is \$95,546.18 (30%) above the engineer's opinion of probable cost of \$320,063.40. The low bid appears to be balanced and reasonable. It also appears to be both responsible and responsive.

Remarks

The contract documents require the bids to remain valid for 30 days following the opening.

To the best of SEH's knowledge, the above is a true and correct tabulation of the bids opened at 11:00 am on August 13, 2015.

Michael L Danburg
Michael Danburg, PE

8/13/15
Date

RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR
THE 12TH AVENUE SOUTH BRIDGE REPLACEMENT 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 12th Avenue South Bridge Replacement 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: Peterson Contractors, Inc., Reinbeck, Iowa

Bond surety: Travelers Casualty and Surety Company of America

Date of Bond: September 8, 2015

Portion of project: All construction work.

PASSED AND APPROVED, this 8th day of September, 2015.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

SECTION 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 8th day of September, 2015, by and between

City of Clear Lake, Iowa

(hereinafter called OWNER) and

Peterson Contractors, Inc.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the 12th Avenue South Bridge Replacement Project, Clear Lake, Iowa.

Article 2. ENGINEER.

The Project has been designed by SEH who is hereinafter called ENGINEER and 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 completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 Work under the proposed contract shall commence within 10 days after the Notice to Proceed. Phase I work shall be completed by November 13, 2015. Phase II work shall be completed by May 31, 2016.

Phase I work shall include PCC Patching, Storm Sewer Intakes and Pipe, Longitudinal Subdrain and Temporary Aggregate Surfacing.

Phase II work shall include Bridge Construction, Bridge Approach Pavement and PCC Paving. Phase II Bridge Construction work can run concurrent with Phase I work.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the 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 \$750 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: Unit Price.

4.2 The OWNER agrees to pay and the CONTRACTOR agrees to accept payment in accordance with the prices bid for the unit items as submitted in the CONTRACTOR'S Proposal as shown on attached Exhibit A, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be Four Hundred Fifteen Thousand, Six Hundred Nine Dollars and Fifty-eight Cents (\$415,609.58). Quantities shown are approximate only and are solely for the purpose of facilitating the comparison of bids. CONTRACTOR's compensation will be computed upon the basis of the actual quantities in the completed Work, whether they be more or less than those shown. OWNER reserves the right to change quantities to be furnished. Unit prices bid control, regardless of actual quantities required.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in amounts equal to payment to CONTRACTOR of 95% of the Contract Price, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2 Final Payment. No sooner than 30 days following final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said General Conditions.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1 This Agreement (pages 1 to 7, inclusive).

7.2 Exhibits to this Agreement (page 1, inclusive).

7.3 Performance, Payment, and other Bonds.

7.4 Notice of Award.

7.5 Standard General Conditions (pages 1 to 62, inclusive).

7.6 Modifications to General Conditions (pages 1 to 6, inclusive).

7.7 Specifications bearing the title "12th Avenue South Bridge Replacement Project, Clear Lake, Iowa" and consisting of divisions as listed in Construction Documents table of contents.

7.8 Drawings, consisting of Drawings as listed in Drawing list.

7.9 Addenda numbers 1 to 1, inclusive.

7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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.

8.3 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on September 8, 2015.

OWNER City of Clear Lake, Iowa

BY _____
(CORPORATE SEAL)

Attest _____

Address for giving notices

City Hall, 15 N. 6th Street

Clear Lake, Iowa 50455

(If OWNER is a public body attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Signature entities shall match entities on Bid Form.

If CONTRACTOR is:

An Individual

By _____
(Individual's Name) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

FORM OF PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Bond No. 106353158

KNOW ALL MEN BY THESE PRESENTS:

That we, Peterson Contractors, Inc. of Reinbeck, IA
(hereinafter called the Principal) and Travelers Casualty and Surety Company of America
of Hartford, CT (hereinafter called the Surety) are held firmly
bound unto the City of Clear Lake, Iowa (hereinafter called the
Owner) in the penal sum of Four Hundred Fifteen Thousand Six Hundred Nine Dollars and
58/100 (Dollars) \$ 415,609.58 lawful money of the United
States, to the payment of which sum, well and truly to be made, the Principal herein firmly binds himself
(themselves), their heirs, executors, and administrators, and the said Surety binds themselves, their
successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden
Principal, did on the 8th day of September, 2015 enter into a written
contract with the City of Clear Lake, Iowa to construct the following
improvements, to wit:
12th Avenue South Bridge Replacement Project, Clear Lake, Iowa

NOW, THEREFORE, if said Principal shall faithfully perform said contract, and if the said Principal
shall warrant all workmanship and materials for a period of Four (4) years from improvement
acceptance date, then this obligation shall be void; otherwise, it shall remain in full force and effect. Copy
of which contract, together with all of its terms covenants, conditions and stipulation is incorporated herein
and made a part hereof as fully and completely as if said contract were received at length herein and,

Whereas, the principal and sureties 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 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 Owner is required to retain
until completion of the improvements, 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.

Now if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof,
and shall satisfy all claims and demands incurred for the same; and shall fully indemnify and save
harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall
fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such
default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect.

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

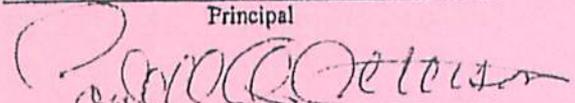
1. To any extension of time to the contractor in which to perform to the contract.
2. To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of the acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the Owner at the time such work is accepted.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
8th day of September, 2015

Peterson Contractors, Inc.

Principal

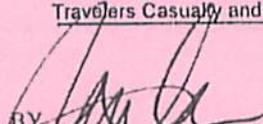
BY


Cordell Q. Peterson, President

Travelers Casualty and Surety Company of America

Surety

BY


Arlene Crowner Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

PETER-3 OP ID: GIKI

DATE (MM/DD/YYYY)
09/03/2015

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).

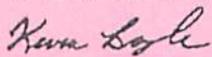
PRODUCER LSB Insurance 242 Tower Park Dr Waterloo, IA 50701 Kevin Boyle		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED Peterson Contractors, Inc. Reinbeck Motors, Inc. PO Box A/104 Blackhawk St Reinbeck, IA 50669		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : Hartford Fire Insurance Co			
		INSURER B : Trumbull Insurance Co			27120
		INSURER C : Axis Surplus Insurance Co			
		INSURER D : Zurich American Ins Co			16535
		INSURER E :			
		INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Contractual <input checked="" type="checkbox"/> XCU Coverage GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> I/O <input type="checkbox"/> ECT <input type="checkbox"/> LOC			41CSEQU2151	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			41UENQU2152	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EAU753420/01/2015	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	41WNQU2150	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cargo			CPP9267064-05	07/01/2015	07/01/2016	1,000,000
D	Rent/Lease Equip			CPP9267064-05	07/01/2015	07/01/2016	2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: J5305 City of Clear Lake and Short Elliott Hendrickson, Inc. named as additional insured.

CERTIFICATE HOLDER CITYCL2 City of Clear Lake 15 North 6th St. Clear Lake, IA 50428		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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City of Clear Lake

PCI # J5305

Information for Tax Exemption Certificates

Peterson Contractors, Inc.
P.O. Box A
Reinbeck, IA 50669

319-345-2713
42-0921654

Prime

Dormark Construction Co.
P O Box 530
Grimes, IA 50111-0530

515-986-4270
42-1086418

Reinf Steel Epoxy

Iowa Plains Signing, Inc.
P O Box 654
Slater, IA 50244

515-685-3536
42-1501734

Traffic Control

Lakeside Construction
137 Industrial Drive
Forest City, IA 50436

641-581-5500
39-1103338

Erosion Control

Wicks Construction, Inc.
P.O. Box 428
Decorah, IA 52101

563-382-2325
42-0949892

PCC



Building a Better World
for All of Us®

J5305

CHANGE ORDER

City of Clear Lake
 OWNER
N/A
 OWNER'S PROJECT NO.
12th Avenue South Bridge Replacement Project
 PROJECT DESCRIPTION

September 1, 2015
 DATE
1
 CHANGE ORDER NO.
CLRLI 129081 71.50
 SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

- Delete Contract Item No. 10, PCC Patch, Full Depth Finish

350 SY @ \$120.00/SY = \$42,000.00 (Deduct)

Purpose of Change Order:

In order to control project costs, the City has decided to complete this work under separate contract at a later date.

Basis of Cost: **Actual** **Estimated**

Attachments (list supporting documents)

N/A

Contract Status

Original Contract

Net Change Prior C.O.'s --- to ---

Change this C.O.

Revised Contract

Time	Cost
Phase I - November 13,	
Phase II - May 31, 2016	\$415,609.58
No Change	\$0.00
No Change	\$42,000.00 (Deduct)
No Change	\$373,609.58

Recommended for Approval: Short Elliott Hendrickson Inc. by

Michael C. Danburg
 Michael Danburg, PE

Agreed to by Contractor:

[Signature]
 BY Peterson Contractors, Inc.
president

Approved for Owner:

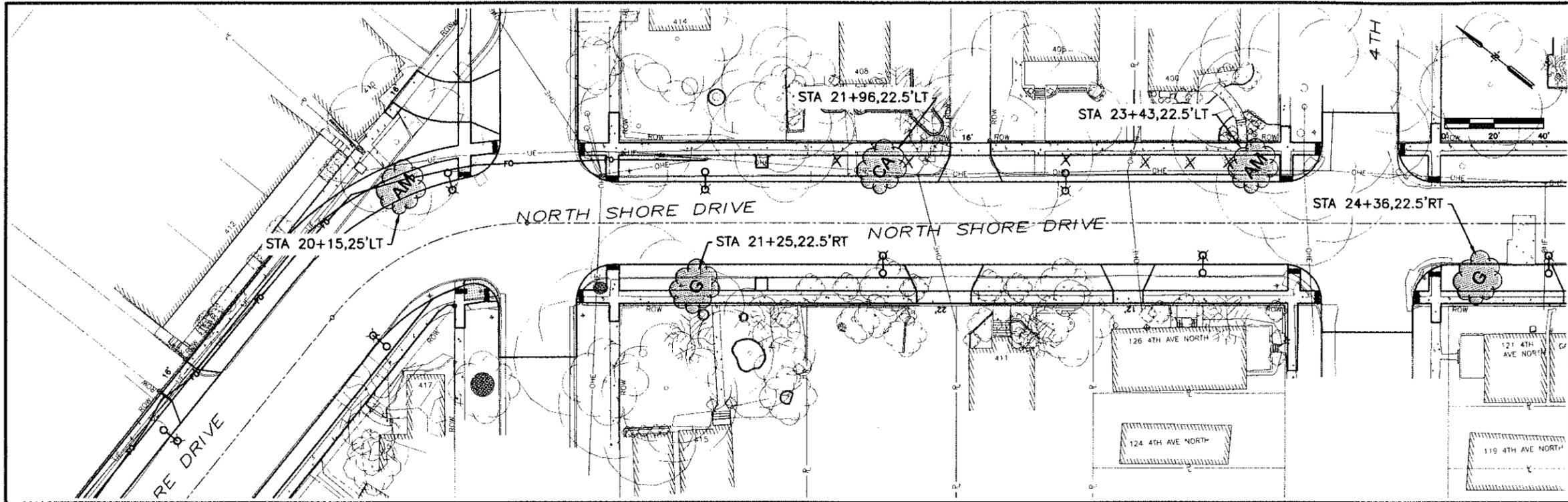
[Signature]
 BY City of Clear Lake

TITLE

TITLE

Distribution Contractor 2 Owner 1 Project Representative 1 SEH Office 1

p:\eol\cl\112908117-consl-evcs\change order_1.docx

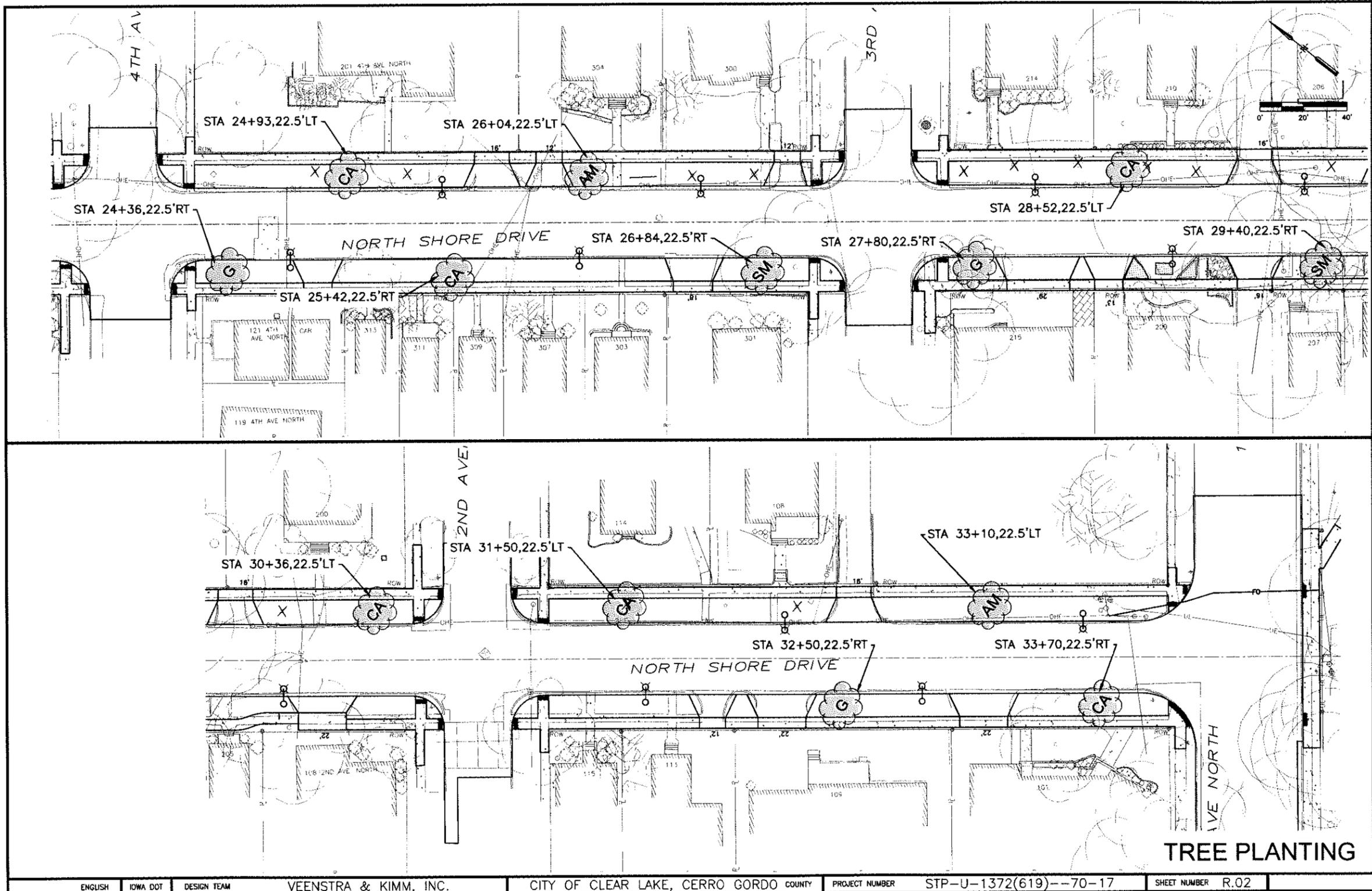


ABBREVIATION	COMMON NAME	SCIENTIFIC NAME	HEIGHT (FT)	WIDTH (FT)	MINIMUM SPACING (FT) ⁽¹⁾	ESTIMATED QUANTITY (EA)
CA	SPRING SNOW CRABAPPLE	MALUS X 'SPRING SNOW'	25	20	25	7
SSM	STREET STATE MAPLE	ACER MAYBEI 'STATE STREET'	45	30	40	0
G	GINKGO (MALE SEX ONLY)	GINKGO BILOBA	70	60	50	4
SM	SUGAR MAPLE	ACER SACCHARUM	80	60	50	2
AM	AMUR MAPLE	ACER GINNALA	20	20	30	4

FOOTNOTES:

- (1) MINIMUM SPACING WHEN PLANTING SAME TYPE OF TREE ADJACENT TO ONE ANOTHER.
- (2) CONTRACTOR TO FURNISH AND INSTALL TREE INCLUDING MULCHING, STAKING AND INITIAL WATERING.
- (3) CONTRACTOR TO FURNISH ALL TREES WITH A TREE CALIPER OF AT LEAST 2" DIAMETER MEASURED AT 6" ABOVE GRADE.
- (4) TREES TO BE REMOVED ARE INDICATED AS X

TREE PLANTING



PLOTTED: Thursday, September 03, 2015 7:59:14 AM
 FILE PATH: V:\VEENSTRA & KIMM\AUTOCAD CIVIL 3D\AUTOCAD 2012\C30 PROJECTS\383106 N SHORE DRIVE STP STREET RECONSTRUCTION\PRODUCTION DRAWINGS\STREETSCAPE