"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
Phone (641) 357-5267 • Fax (641) 357-8711
www.cityofclearlake.com

Mayor
NELSON P. CRABB

City Administrator
SCOTT FLORY

COUNCIL MEMBERS

DANA BRANT
Ward 1

TONY J. NELSON
Ward 2

JIM BOEHNKE
Ward 3

MIKE CALLANAN
At Large

GARY HUGI
At Large

October 2, 2015

HONORABLE MAYOR & CITY COUNCIL MEMBERS

The next regular meeting of the Clear Lake City Council is scheduled for Monday, October 5, 2015, 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. **2015 Buddy Holly Place Storm Sewer Project**. At its regular meeting on September 8th, the Council set the date for receiving competitive quotes for the proposed project, as September 30th, at 11:00 a.m. The Project consists of the extension of the municipal storm sewer collection system from the intersection of 14th Ave N. & Buddy Holly Place south approximately 450 LF past the proposed future W. 12th Ave N. street extension from Buddy Holly Place that will be part of the future Sunset Ridge subdivision. Proposed improvements include 24" diameter piping material, storm sewer intakes & manholes, minor ditch grading, pavement restoration, and seeding.

A total of three (3) sealed quotes were received. There were four (4) general contractor holding plans. The engineer's opinion of the probable cost of construction was $40,095. Bids ranged from roughly 24% to 105% over the estimated cost of construction. McKiness Excavating (Mason City) submitted the lowest responsive responsible quote for the project at $49,987.50. It should be noted that a portion of the project improvements are to be reimbursed by the developer of the Sunset Ridge subdivision ($4,350). This would result in a "net" construction cost to the City of $45,637.50.

It is anticipated that construction would begin in mid-October and be completed by November 18th. The construction contract is a 10 working days contract. Liquidated damages are set at $300/day per the contract documents. There is also a 2-year maintenance bond required on the improvements.

ITEM #6B. **NW Water Tower Improvement Project.** On July 1, 2013, the Council awarded a construction contract for the NW Water Tower Improvement Project to Landmark Structure Inc. (Fort Worth, TX). The scope of the project entailed the construction of a 1 million gallon elevated water storage tower, including: concrete foundation and support column, 1 million gallon steel water storage tank, painting, electrical, site work, fencing, LED lighting, and seeding. Landmark submitted a base bid of $2,183,000. Additionally, there were two alternate bid items on the project: Alternate "A" was for LED flood lighting

($21,000) and Alternate "B" was for upgraded paint ($25,000). The total construction contract was in the amount of $2,229,000.

On September 30th, the Project engineer filed the Certificate of Completion with the City. The Certificate indicates that substantial completion was achieved on July 7, 2015, and that the total value of work completed was $2,229,516. There were a total of three (3) change orders on the project, which resulted in a net increase to the contract of $516.

The final completion date was revised through negotiation with the City and Landmark Structures Inc. Originally, the project completion date was set by contract as November, 2014. As the result of Project delays by the contractor and sub-contractors, the City revised the completion date to July, 2015. In exchange, Landmark performed the demolition of the former Four Winds Water Tower and related work.

ITEM #6C. **Main Avenue Brick Paver Sidewalk Improvement Project.** Following completion of the City's "Strategic Sidewalk Improvement Plan", the consensus of the Council was to proceed with improving the brick paver sidewalks in downtown Clear Lake. The Report identified this as the highest priority project because many sidewalks in the downtown were aging, in disrepair, and in some ways ADA non-compliant. As a result, it was proposed that the City initiate brick paver sidewalk improvements in the Main Avenue corridor.

The Main Avenue brick paver sidewalks were originally installed in conjunction with street paving improvements between 1994 and 1996 and have come to define and brand Downtown Clear Lake as a distinctive place. The existing brick pavers were installed between the back of curb and the building fronts and set on a sand base only and have deteriorated significantly over the last 20 years. In more recent projects involving brick paver walks, the City has placed the brick pavers on top of a 4" PCC base and then locked them together with sand in order to eliminate the settling and heaving issues that have contributed to trip hazards.

Over the years, the City and its insurance liability carrier have had to process a number of claims as the result of pedestrian trips and falls on the brick paver sidewalks on Main Avenue. In order to avoid future claims and litigation, it is proposed that the Main Avenue brick paver sidewalks be re-constructed so that they remain safe for the public.

The proposed project would entail the replacement of the brick paver sidewalks on Main Avenue, beginning at 8th Street and continuing west to N. Lakeview Drive. On some blocks, the brick pavers are located on only one side of the street. The design will also look at incorporating streetscape furnishing such as:

benches, bike racks, and trash cans where appropriate. Existing wheelchair ramps within the project limits will also need to be fully re-constructed in Portland cement concrete (PCC) to meet current ADA standards.

City staff has negotiated an engineering services agreement for preliminary engineering services related to the design of the proposed project. The cost of the proposal is $5,600.

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
MONDAY, OCTOBER 5, 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 – September 21, 2015.
   B. Approval of the bills & claims.
   C. Licenses & Permits:
      - **Liquor License**: Class C Beer Permit (BC), Class B Native Wine Permits, with Sunday Sales, Casey's General Store #1427, (renewal).
      - **Excavator's License**: Clouser Plumbing, Ames, (new).

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. 2015 Buddy Holly Place Storm Sewer Extension Project:

      - Introduction by Scott Flory, City Administrator.
      - Review of bids and recommendation, Jason Petersburg, P.E., Veenstra & Kimm.
      - **Motion** to approve **Resolution #15-47**, A "Resolution making an Award of Contract."
      - Discussion and consideration of **Motion** by City Council.

B. Northwest Water Tower Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Review of Pay Estimate #14 (final) and Change Order #3, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #14 (final) and Change Order #3 by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #15-48**, A "Resolution Accepting the Work."
- Discussion and consideration of **Motion** by City Council.

C. Main Avenue Brick Paver Sidewalk Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Review of proposed engineering services agreement, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve engineering services agreement by City Council.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

- Project update: Water Treatment Plant High Service Pump(s) Replacement Project and W. 7th Avenue N. Water Main Improvement Project.

10. City Administrator's Report:

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – OCTOBER 19, 2015

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 MAKING AWARD OF CONTRACT FOR THE
2015 BUDDY HOLLY PLACE STORM SEWER EXTENSION PROJECT

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

That the bid of McKiness Excavating, Mason City, Iowa, in the amount of $49,987.50, for the 2015 Buddy Holly Place Storm Sewer Extension Project, be and is hereby accepted, the same being the lowest responsible bid received for said work.

The Mayor and Clerk are hereby directed to execute said contract awarded above for the construction of said improvements, said contract not to be binding on the City until the necessary certificate of insurance have been received and approved by the Project Engineer, City Administrator and Public Work Director. Said contract and bonds to be approved in the future, by Resolution of this Council.

PASSED AND APPROVED this 5th day of October, 2015.

_____
Nelson P. Crabb, Mayor

ATTEST:

_____
Jennifer Larsen, City Clerk

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

2015 BUDDY HOLLY PLACE STORM SEWER EXTENSION PROJECT
CITY OF CLEAR LAKE
CLEAR LAKE, IOWA
PROJECT NO. 383148

DATE OF LETTING: September 30, 2015
TIME OF LETTING: 11:00 A.M.
TABULATED: Becky Dhondt **DATE:** September 30, 2015
CHECKED: Jason Petersburg **DATE:** September 30, 2015

SUMMARY OF BIDS

NAME OF BIDDER	5% BID SECURITY SUBMITTED	ADDENDUM ACKNOWLEDGED	BIDDER STATUS FORM SUBMITTED	BID AMOUNT (% ABOVE/BELOW ESTIMATE)	
Engineer's Opinion of Probable Cost	*N/A*	*N/A*	*N/A*	$	**40,095**
McKiness Excavating, Inc. Mason City, IA	Yes	N/A	Yes	$ **24.7%**	**49,987.50**
Wunsch Construction, Inc. Greene, IA	Yes	N/A	Yes	$ **47.5%**	**59,138.50**
Rognes Brothers Excavating, Inc. Lake Mills, IA	Yes	N/A	Yes	$ **105.8%**	**82,520.00**

Comments:

1. Three bids were received from the 4 contractors holding plans and specifications.
2. Base Bids received ranged from 24.7% to 105.8% over the Engineer's Opinion of Probable Cost.
3. Bid Item 8.1 Storm Sewer Manhole is a developer cost to be reimbursed to the City. This reduces the City's cost by $4,350.
4. Rognes Brothers Excavating, Inc.'s bid had a math error. Unit prices were used to calculate corrected bid amounts. The math error increased their bid by $3,500 however it did not change the bid results.
5. In order for a bid to be considered responsive, the following three documents were to be submitted with Proposal:
   a. Data requested in Proposal
   b. Bid Security
   c. Bidder Status Form
   All three Bidders submitted the required documents.
6. All three bids received are above the Engineer's Opinion of Probable Cost which reflects the current market conditions.
7. Council has three options regarding contract award.
   a. Award Contract
   b. Reject All Bids
   c. Table Contract Award to Later Date (note bids are valid for 30 days after receipt of bids)
8. Veenstra & Kimm, Inc. and the City of Clear Lake have successfully worked with McKiness Excavating, Inc. on previous projects.

Recommendations:

1. **Veenstra & Kimm, Inc. recommends awarding contract to the low bidder, McKiness Excavating, Inc.**

I hereby certify that this is a true tabulation of bids received on September 30, 2015 by the City of Clear Lake, Clear Lake, Iowa.

Jason Petersburg, P.E. 9/30/15 Date:

Iowa License No. 19517
My License renewal date is December 31, 2016.

LICENSED PROFESSIONAL ENGINEER
Jason A. Petersburg
No. 19517
IOWA

Project: 2015 BUDDY HOLLY PLACE STORM SEWER EXTENSION PROJECT
Owner: CITY OF CLEAR LAKE
Location: CLEAR LAKE, IOWA

				Engineer's Opinion of Probable Cost		McKiness Excavating, Inc. Mason City, IA		Wunsch Construction, Inc. Greene, IA	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL EXTENDED PRICE	UNIT PRICE	TOTAL EXTENDED PRICE	UNIT PRICE	TOTAL EXTENDED PRICE
	Base Bid								
1	Mobilization	LS	1	XXXX	$ 1,600	XXXX	$ 2,000.00	XXXX	$ 3,500.00
2	Traffic Control	LS	1	XXXX	$ 750	XXXX	$ 500.00	XXXX	$ 500.00
3	Pavement Removal	SY	50	$ 10.00	$ 500	$ 10.00	$ 500.00	$ 10.50	$ 525.00
4	Perimeter Sediment Control Device	LF	110	$ 4.00	$ 440	$ 4.50	$ 495.00	$ 6.50	$ 715.00
5	Exploratory Excavation	EA	1	$ 600.00	$ 600	$ 500.00	$ 500.00	$ 300.00	$ 300.00
6	PC-1 Connection	EA	1	$ 1,500.00	$ 1,500	$ 1,725.00	$ 1,725.00	$ 705.00	$ 705.00
7	Storm Sewer Pipe, 24"	LF	433	$ 45.00	$ 19,485	$ 48.75	$ 21,108.75	$ 69.25	$ 29,985.25
8	Storm Sewer Manhole / Intake								
	8.1 SW-401 - 60" Diameter	EA	1	$ 2,500.00	$ 2,500	$ 4,350.00	$ 4,350.00	$ 4,179.80	$ 4,179.80
	8.2 SW-512; Case 1	EA	1	$ 2,000.00	$ 2,000	$ 2,500.00	$ 2,500.00	$ 2,208.60	$ 2,208.60
	8.3 SW-512; Case 2	EA	2	$ 1,500.00	$ 3,000	$ 2,350.00	$ 4,700.00	$ 2,395.00	$ 4,790.00
9	Stabilizing Material *(Assumed Quantity)*	TON	15	$ 18.00	$ 270	$ 17.25	$ 258.75	$ 18.35	$ 275.25
10	Granular Backfill Material *(Assumed Quantity)*	TON	30	$ 15.00	$ 450	$ 15.00	$ 450.00	$ 15.15	$ 454.50
11	Drain Tile Repair *(Assumed Quantity)*	EA	1	$ 500.00	$ 500	$ 400.00	$ 400.00	$ 300.00	$ 300.00
12	Lower Water Service *(Assumed Quantity)*	EA	1	$ 1,200.00	$ 1,200	$ 950.00	$ 950.00	$ 496.35	$ 496.35
13	Aggregate Base Course	TON	25	$ 20.00	$ 500	$ 17.00	$ 425.00	$ 20.35	$ 508.75
14	HMA Driveway Patch, 4" Thick	SY	50	$ 35.00	$ 1,750	$ 57.00	$ 2,850.00	$ 60.90	$ 3,045.00
15	Topsoil, Contractor Furnish *(Assumed Quantity)*	CY	25	$ 20.00	$ 500	$ 35.00	$ 875.00	$ 50.00	$ 1,250.00
16	Seed, Fertilize, and Mulch	SQ	150	$ 15.00	$ 2,250	$ 25.00	$ 3,750.00	$ 24.00	$ 3,600.00
17	Temporary Rolled Erosion Control Product	SY	150	$ 2.00	$ 300	$ 11.00	$ 1,650.00	$ 12.00	$ 1,800.00
				Total Bid	**$ 40,095**	**Total Bid**	**$ 49,987.50**	**Total Bid**	**$ 59,138.50**

Project: 2015 BUDDY HOLLY PLACE STORM SEWER EXTENSION PROJECT
Owner: CITY OF CLEAR LAKE
Location: CLEAR LAKE, IOWA

				Rognes Brothers Excavating, Inc. Lake Mills, IA	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL EXTENDED PRICE
	Base Bid				
1	Mobilization	LS	1	XXXX	$ 5,000.00
2	Traffic Control	LS	1	XXXX	$ 4,000.00
3	Pavement Removal	SY	50	$ 15.00	$ 750.00
4	Perimeter Sediment Control Device	LF	110	$ 15.00	$ 1,650.00
5	Exploratory Excavation	EA	1	$ 500.00	$ 500.00
6	PC-1 Connection	EA	1	$ 500.00	$ 500.00
7	Storm Sewer Pipe, 24"	LF	433	$ 90.00	$ 38,970.00
8	Storm Sewer Manhole / Intake				
	8.1 SW-401 - 60" Diameter	EA	1	$ 7,000.00	$ 7,000.00
	8.2 SW-512; Case 1	EA	1	$ 3,000.00	$ 3,000.00
	8.3 SW-512; Case 2	EA	2	$ 3,500.00	$ 7,000.00
9	Stabilizing Material *(Assumed Quantity)*	TON	15	$ 20.00	$ 300.00
10	Granular Backfill Material *(Assumed Quantity)*	TON	30	$ 20.00	$ 600.00
11	Drain Tile Repair *(Assumed Quantity)*	EA	1	$ 500.00	$ 500.00
12	Lower Water Service *(Assumed Quantity)*	EA	1	$ 1,000.00	$ 1,000.00
13	Aggregate Base Course	TON	25	$ 20.00	$ 500.00
14	HMA Driveway Patch, 4" Thick	SY	50	$ 75.00	$ 3,750.00
15	Topsoil, Contractor Furnish *(Assumed Quantity)*	CY	25	$ 30.00	$ 750.00
16	Seed, Fertilize, and Mulch	SQ	150	$ 35.00	$ 5,250.00
17	Temporary Rolled Erosion Control Product	SY	150	$ 10.00	$ 1,500.00
				Total Bid	**$ 82,520.00**

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)

BUDDY HOLLY PLACE STORM SEWER EXTENSION PROJECT

1. Project Schedule

	Activity / Task	Milestone Date
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.

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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 No. _____

A RESOLUTION ACCEPTING WORK

WHEREAS, on July 1, 2013 the City of Clear Lake, Iowa, entered into a contract with Landmark Structures, Fort Worth, Texas, for the construction of Northwest Water Tower Improvement Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as Northwest Water Tower 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 September 30, 2015:

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 $2,229,516.00.

PASSED AND APPROVED this 5th day of October, 2015.

_____
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
NORTHWEST WATER TOWER IMPROVEMENT PROJECT

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of the Northwest Water Tower Improvement Project as performed by Landmark Structures I, L.P. has been performed and that said review was completed on July 7, 2015.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the terms and conditions of the construction contract between Owner and Contractor dated July 1, 2013 and the plans and specifications, and that the final amount of the Contract is Two Million Two Hundred Twenty-Nine Thousand Five Hundred Sixteen Dollars ($2,229,516.00). It is Veenstra & Kimm, Inc.'s opinion that the work under the contract was Substantially Completed by Landmark Structures I, L.P. and that Final Completion was achieved on July 7, 2015

FILED BY: VEENSTRA & KIMM, INC.

By: Timothy A. Moreau, P.E.

Title: Project Manager

Date Certificate Filed: 9/30/15

ACCEPTED BY: CITY OF CLEAR LAKE

By: **Scott Flory**

Title: City Administrator

Date Accepted:

Certification

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

Timothy A. Moreau, P.E.
Iowa Registration No. 10869
My license renewal date is December 31, 2015

Date: 9/30/15

LICENSED PROFESSIONAL ENGINEER
Timothy A. Moreau
No. 10869
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)

CHANGE ORDER

Change Order No: 3

This change order amends the existing contract dated July 1, 2013 between the City of Clear Lake (OWNER) and Landmark Structures I, L.P. (CONTRACTOR) to add, revise, or delete work to the project identified below as described herein.

Project Name: Northwest Water Tower Improvement Project
Owner Project No.: N/A

Project Location: Clear Lake, Iowa
Engineer Project No.: 383125

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

1. Contractor to perform additional grading at Highway 18 right-of-way line. Said grading required after IDOT performed ditch cleaning in front of project site. Said grading to provide mow-able back slope of the ditch. Neighbor to the west requested said grading in lieu of monetary compensation for the additional easement necessary to accommodate demolition of the old tower. Additional area to be fully restored with turf upon completion. Cost of work: $2,466.
2. Contractor to reseed the eroded areas on the tower site following the July 24, 2015 rain event that washed the seed off the seeded areas. Contractor to overseed the areas that are not badly eroded to fill in some of the thin stand of grass areas. Contractor to complete grading and excavating work at no cost to Owner. Contractor agreed to perform the overseeding work for the cost of the materials only. Reseeding work requested and completed after substantial completion date. Cost of work: $1,750.
3. Total cost this Change Order: $4,216
4. Completion Date Adjustment: To accommodate I-Wireless antenna relocation schedule, Final Completion Date, the date of which the old tower is demolished, is extended approximately 1 month.

ATTACHMENTS:

1. Copy of Email dated August 7, 2015.
2. Copy of Emails dated September 22-23, 2015.

Change in Contract Price: Contract amount prior to this Change Order: $2,225,300.00 (Lump Sum)	**Change in Contract Time:** Contract Substantial Completion date prior to this Change Order: May 9, 2015 Contract Final Completion date prior to this Change Order: June 8, 2015
Change in Contract Amount Due to this Change Order: (Increase) $4,216.00	**Changes in Contract Substantial Completion Date due to this Change Order:** 29 Days (Calendar Days)
Contract Amount including this Change Order: $2,229,516.00 (Lump Sum)	**Contract Substantial Completion Date including this Change Order:** May 9, 2015 **(New Tower Operational)** **Contract Final Completion Date including this Change Order:** July 7, 2015 **(Old Tower Demolished)**

Except as specifically amended by this Change Order, all the terms and conditions of the original contract dated July 1, 2013 shall remain in full force and effect.

Approved by: _____	Recommended By: [signature]	Approved By: [signature]
Date: _____	Date: 9/23/15	Date: 9/28/15
Owner: City of Clear Lake	Consultant: Veenstra & Kimm, Inc.	Contractor: Landmark Structures I, L.P.

VEENSTRA & KIMM, INC.
2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596
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APPLICATION FOR PAYMENT

PROJECT: **Northwest Water Tower Improvement** ENGINEER: **Veenstra & Kimm, Inc.**

TO: City of Clear Lake

State of Texas
County of Tarrant

The undersigned certifs. that the work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items which previous Certificates for Payment were issued and payments received, and that the current amount is now due.

Landmark Structures I, L.P., Contractor

1665 Harmon Road; Fort Worth, TX 76177

By: Aimee Hanel
Aimee Hanel, Project Manager

Date: 09/30/15

Subscribed and sworn before me this

09/30/15

T.B.A., Notary Public, State of Texas

My commission expires 7-28-19

OLGA RODRIGUEZ SEGURA
Notary Public, State of Texas
My Commission Expires
July 28, 2019

DATE OF APPLICATION: 09/30/15
APPLICATION NO.: 14

PERIOD FROM: 06/26/15 TO: 09/30/15

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE	$	2,229,516.00
STORED MATERIALS	$	0.00
TOTAL COMPLETED & STORED	$	2,229,516.00
RETAINAGE 5%	$	111,475.80
TOTAL EARNED LESS RETAINAGE	$	2,118,040.20
LESS PREVIOUS BILLINGS	$	2,103,604.00
CURRENT PAYMENT DUE	$	14,436.20

Reviewed: Veenstra & Kimm, Inc.

By: 9/30/15
Timothy A. Moreau, P.E.
Project Manager

Approved: City of Clear Lake

By:

Title:

14 PROGRESS BILLING

Owner: City of Clear Lake, IA
Engineer: Veenstra & Kimm, Inc.
Project: Northwest Water Tower Improvement Project

Period From: 06/26/15
Period To: 09/30/15
Landmark #: 1402 / AH

	Complete To Date			Complete Previous	Complete This Period	Balance to Finish
Item	Total	Percent	Amount			
1 1.0 MG Elevated StorageTank	2,183,000.00					
General Administration						
Bonds and Insurance	66,870.00	100.00%	66,870.00	66,870.00		
Engineering / Design	75,600.00	100.00%	75,600.00	75,600.00		
Mobilize	40,000.00	100.00%	40,000.00	38,000.00	2,000.00	
Site Work						
Rough Grading	21,900.00	100.00%	21,900.00	21,900.00		
Erosion Control	12,000.00	100.00%	12,000.00	9,600.00	2,400.00	
Temporary Security Fence	6,500.00	100.00%	6,500.00	6,500.00		
Storm Sewer	8,500.00	100.00%	8,500.00	8,500.00		
Watermain	21,900.00	100.00%	21,900.00	21,900.00		
Permanent Fence	18,800.00	100.00%	18,800.00	12,220.00	6,580.00	
Approach, Driveway and Parking	23,300.00	100.00%	23,300.00	23,300.00		
Foundation	163,900.00	100.00%	163,900.00	163,900.00		
Support Pedestal						
Pedestal Lifts 1-2 and Tower / Scaf	155,100.00	100.00%	155,100.00	155,100.00		
Remaining Pedestal Lifts	420,600.00	100.00%	420,600.00	420,600.00		
Dome Floor	76,600.00	100.00%	76,600.00	76,600.00		
Ladders and Landings	64,700.00	100.00%	64,700.00	64,700.00		
Steel Tank						
Ring Beam	78,900.00	100.00%	78,900.00	78,900.00		
Cone	167,200.00	100.00%	167,200.00	167,200.00		
Vertical Wall	142,300.00	100.00%	142,300.00	142,300.00		
Access Tube & Platform	69,350.00	100.00%	69,350.00	69,350.00		
Floor Plate	26,500.00	100.00%	26,500.00	26,500.00		
Steel Tank Hoist	72,000.00	100.00%	72,000.00	72,000.00		
Roof	40,300.00	100.00%	40,300.00	40,300.00		
Coatings						
Pre Hoist Painting	89,500.00	100.00%	89,500.00	89,500.00		
Post Hoist Painting	86,000.00	100.00%	86,000.00	86,000.00		
Mechanical						
Base Piping	24,000.00	100.00%	24,000.00	24,000.00		
Riser Piping	106,600.00	100.00%	106,600.00	106,600.00		
Control Valves / Piping	14,800.00	100.00%	14,800.00	14,800.00		
Electrical / Controls	52,680.00	100.00%	52,680.00	52,680.00		
Finish Out						
Interior Fill	7,600.00	100.00%	7,600.00	7,600.00		
Slab on Grade	8,500.00	100.00%	8,500.00	8,500.00		
Control Room	6,500.00	100.00%	6,500.00	6,500.00		
Doors	12,500.00	100.00%	12,500.00	12,500.00		
Tank Disinfection / Fill	1,500.00	100.00%	1,500.00	1,500.00		
Alt A Flood Lighting	21,000.00	100.00%	21,000.00	21,000.00		
Alt B Upgraded Painting Schedule	25,000.00	100.00%	25,000.00	25,000.00		
Current Contract Amount	$2,229,000.00		$2,229,000.00	2,218,020.00	$10,980.00	

14 PROGRESS BILLING

Owner: City of Clear Lake, IA
Engineer: Veenstra & Kimm, Inc.
Project: Northwest Water Tower Improvement Project

Period From: 06/26/15
Period To: 09/30/15
Landmark #: 1402 / AH

	Item	Complete To Date Total	Complete To Date Percent	Complete To Date Amount	Complete Previous	Complete This Period	Balance to Finish
	Change Orders						
CO#1	Reduce overflow pipe size	-3,700.00	100.00%	-3,700.00	-3,700.00		
CO#2	Extension and Tank Demo						
CO#3	Grading, Regrading, Reseeding	4,216.00	100.00%	4,216.00		4,216.00	
	Total Change Orders	516.00		516.00	-3,700.00	4,216.00	
	Revised Contract Amount	$2,229,516.00		$2,229,516.00	2,214,320.00	$15,196.00	

Gross Amount Due	$2,229,516.00	$2,214,320.00	$15,196.00
Less Retainage (5%)	111,475.80	110,716.00	759.80
Net Amount	$2,118,040.20	$2,103,604.00	$14,436.20
Less Previous Unpaid Billings			
Less Previous Paid Billings	2,103,604.00		
	$14,436.20		

Weather Days Requested This Period	**Current Billing**	**$14,436.20**

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, made as of _____, 2015, between **City of Clear Lake, (CLIENT)** and **Veenstra & Kimm, Inc., (CONSULTANT).**

CLIENT requires consulting services for the **Main Avenue Sidewalk Replacement Project** as defined in **EXHIBIT 1**.

CLIENT and **CONSULTANT** agree:

1. **Scope of Services.** **CONSULTANT** shall perform professional services as stated in **EXHIBIT 2.**

2. **Compensation.** **CLIENT** shall compensate **CONSULTANT** for **CONSULTANT**'s services as stated in **EXHIBIT 3.**

3. **General Considerations.** General considerations to this Agreement are as stated in **EXHIBIT 4**.

4. **Terms and Conditions.** **CONSULTANT** shall provide professional services in accordance with the terms and conditions stated in **EXHIBIT 5.** If **CLIENT** issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply

5. **Special Provisions.** Special provisions to this Agreement, if any, are stated in **EXHIBIT 6.**

6. **CLIENT** has provided or shall provide for payment from one or more lawful sources of all sums to be paid to **CONSULTANT**.

7. Following **EXHIBITS** are attached to and made part of this Agreement.

   a. **EXHIBIT 1** - Project Scope
   b. **EXHIBIT 2** - Scope of Services.
   c. **EXHIBIT 3** - Compensation.
   d. **EXHIBIT 4** - General Considerations
   e. **EXHIBIT 5** - Standard Agreement Terms and Conditions
   f. **EXHIBIT 6** - Special Provisions

IN WITNESS WHEREOF, the parties below have executed this **Agreement** as of the day and year first above written.

CITY OF CLEAR LAKE

By: _____
Scott Flory
City Administrator

Date: _____

Attest:

_____

Address for giving notices:

15 North Sixth Street
P.O. Box 185
Clear Lake, IA 50428

VEENSTRA & KIMM, INC.

By: _____
Timothy A. Moreau, P.E.
Office Manager

Date: 10/1/15

Attest:

_____

Address for giving notices:

2800 Fourth Street SW
Suite 9
Mason City, IA 50401

EXHIBIT 1
PROJECT SCOPE

SCOPE OF PROJECT

It is understood and agreed the Project has the following history and the project scope will be defined to include the following improvements:

A. Project History

1. Between 1994 and 1996 the City of Clear Lake reconstructed its downtown streets and as part of numerous projects brick paver sidewalks were installed from the back of curb to building fronts.

2. The existing brick paver sidewalks were originally constructed on a sand base.

3. Many of the brick paver sidewalks have settled thus creating tripping hazards. The City has documented at least 10 pedestrian falls directly related to the settled brick pavers and the associated tripping hazards.

B. Project Scope Defined

1. The City desires to replace all of the brick paver sidewalks on Main Avenue beginning at 8th Street and working west on both sides of the street to 3rd Street and then continue replacing the brick paver sidewalks on the south side of Main Avenue from 3rd Street to Lakeview Drive.

2. The general location and extent of the proposed improvements are graphically shown on Figure 1 attached.

3. The City desires to reconstruct the paver sidewalks with a Portland Cement Concrete (PCC) paver base.

4. The new sidewalks will be designed and constructed in accordance with the public sidewalk ADA requirements, more specifically in accordance with Chapter 12 - Sidewalks and Bicycle Facilites of the most current version of the SUDAS Design Manual.

5. As part of the project City also desires to install new trash receptacles along the project corridor.

jap;V:\VEENSTRA & KIMM\Clients\Municipal\Clear Lake\Proposal\2015\Main Ave SW Replace Project\Exhibit 1

EXHIBIT 2
SCOPE OF SERVICES

Professional Services

CONSULTANT agrees to perform professional services in connection with the project as herein described. The CONSULTANT will serve as the CLIENT'S professional representative in those phases of the project to which this Agreement applies, and will give consultation and advice to the CLIENT during the performance of services as required.

A. Preliminary Engineering Design Services

1. CONSULTANT shall meet with CLIENT as needed to further define project scope, budget, timeline, and any special logistical issues pertaining to the project.

2. CONSULTANT shall evaluate different sidewalk pavement types (brick, concrete, combinations of both) and cross sections and review same with CLIENT.

3. CONSULTANT shall evaluate ADA sidewalk design criteria and incorporate into typical sidewalk cross sections.

4. CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost to reflect changes in project scope and current construction cost for CLIENT'S budgeting purposes.

5. The CONSULTANT shall coordinate and facilitate one Neighborhood Meeting at a time, date and location of the CLIENT's choosing. The Neighborhood Meeting will be held in an Open House format to encourage discussions and questions with the property owners located in the neighborhood which will be affected by the project. The Neighborhood Meeting will provide an opportunity to discuss at a minimum the following issues:

    i. Nature of the Proposed Improvements
    ii. Location of the Proposed Improvements
    iii. Proposed Construction Schedule
    iv. Proposed Staging & Phasing to facilitate access to Property Owner's properties during construction.
    v. Proposed Sidewalk Pavement Type
    vi. Estimated Cost of Improvements
    vii. Benefits to the Property Owners Upon Completion of Improvements

B. Final Engineering Design Services

1. Scope of Work

a. **Design Surveys.** The CONSULTANT shall undertake necessary topographic and other surveys for the design of the Project. Design surveys do not include land or easement surveys which require services beyond those necessary for topographic design services.

b. **Design Conferences and Reports.** The CONSULTANT shall attend one to two design conferences with the CLIENT as may be necessary to make decisions as to the details of design of the Project. The CONSULTANT shall provide easy to read short monthly written Progress Reports to the CLIENT staff. Progress Reports shall accompany the monthly billings sent to CLIENT.

c. **Consultation on Design Concept.** The CONSULTANT during the course of the final design shall consult with the CLIENT for a final determination of the design concept, location and operating parameters. CONSULTANT shall review Preliminary Plans and Specifications with CLIENT.

d. **Plans and Specifications.** The CONSULTANT shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, materials to be used, and the location and extent of the construction required. Plans and specifications shall be prepared in accordance CONSULTANT'S normal format.

e. **Opinion of Probable Construction Cost.** The CONSULTANT shall prepare an opinion of probable construction cost for each construction contract. The opinion of probable construction cost shall be based on the CONSULTANTS' best knowledge at the time of preparation of the opinion of probable construction cost. The CONSULTANT shall not be responsible if the construction contract awarded for the Project varies from the CONSULTANTS' opinion of probable construction cost.

The CONSULTANT shall advise and assist the CLIENT, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.

f. **Advertisement for Bids.** The CONSULTANT shall assist the CLIENT in advertising for bids. CONSULTANT shall prepare and distribute Project Information Sheets to contractors likely to be interested in bidding on a project of this nature. CONSULTANT shall prepare a Notice of Hearing and Letting for CLIENT's use to publish in the local newspaper as required by the Code of Iowa.

g. **Bid Opening and Award of Contract.** The CONSULTANT shall have a representative present when the bids and proposals are opened for the construction contract(s), and shall prepare a tabulation of bids for the CLIENT and shall advise the CLIENT in making award of contract. CONSULTANT shall advise the CLIENT of the responsiveness of each bidder submitting a proposal. The CONSULTANT will not be responsible for advising the CLIENT as to the responsibleness of any bidder.

2. Deliverables

a. CONSULTANT to provide 1 set of Preliminary Plans and Specifications to CLIENT for review.

b. CONSULTANT to provide two (2) original signed sets of Final Plans and Specifications and two (2) reproduced copies of Final Plans and Specifications to CLIENT. CONSULTANT to also provide one (1) electronic copy of Final Plans and Specifications in pdf format on CD for CLIENT'S electronic storage purposes. Final Plans and Specifications to be signed by a licensed engineer under the laws of the State of Iowa.

3. Schedule

a. CONSULTANT will complete scope of work as defined herein in accordance with the schedule shown in **EXHIBIT 6.**

C. Right-of-Way and Easement Acquisition Services

1. Scope of Work

   a. **Land Surveys.** CONSULTANT shall perform land surveys and prepare right-of-way (ROW) plats and Easement Drawings and legal descriptions as may be required for the Project and only as authorized by the CLIENT. The actual ROW and easement acquisition agreements shall be prepared by the CLIENT's attorney unless agreed otherwise. CONSULTANT can prepare ROW and Easement Agreements as an additional service upon request.

   b. **Right-of-Way.** The CONSULTANT shall assist the CLIENT in investigating if it will be necessary to acquire additional Right-of-Way. The CONSULTANT will assist with negotiations, correspondence, description writing, etc., as may be required.

   c. **Easements.** The CONSULTANT shall assist the CLIENT in identifying potentially affected property owners. The CONSULTANT shall provide the CLIENT with a graphical display showing the anticipated requirements for permanent or temporary easement acquisition. The CONSULTANT shall identify and prepare the necessary Easement Drawings for construction of the project. Services for preparing Easement Agreements or acquisition of easements is not included as a part of the services under this Agreement.

   d. **Appraisals.** The CLIENT may need to obtain appraisals for the affected properties as may be needed.

   e. **Negotiations.** CLIENT shall provide negotiation services with the affected property owners as may be needed.

   f. **Warranty Deeds.** The CLIENT'S attorney will need to prepare the necessary Warranty Deeds for each parcel to transfer ownership as may be needed.

2. Deliverables

   a. Provide 2 copies of Preliminary ROW Plats and Easement Drawings in draft or preliminary status to CLIENT for review as applicable.

b. Provide 2 copies of Final ROW Plats and Easement Drawings to CLIENT as applicable. All ROW Plats and Easement Drawings to be signed by a licensed surveyor under the laws of the State of Iowa.

D. Special Assessment Services

1. Assessment Plats and Schedules. It is understood and agreed that special assessments will be used to fund portions of the Project Cost, and that the Project will include the preparation of Preliminary and Final Assessment Plat and Schedules. Assessment Plats and Schedules will be prepared in accordance with the CLIENT'S Assessment Policy and in accordance with the Code of Iowa, Section 384.37 through Section 384.79.

E. Construction Services

1. Scope of Work

a. Preconstruction Conference. The CONSULTANT shall conduct a Preconstruction Conference following award of the construction contract. Said conference to be attended by representatives of the CLIENT, the CONSULTANT, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.

b. General Services During Construction. The CONSULTANT shall provide general services during construction including, but not limited to, the following:

i. Establishment of bench mark and/or base line to permit start of construction work.

ii. Consult with and advise CLIENT.

iii. Coordinate and provide work of testing laboratories for concrete and moisture density tests.

iv. Assist in interpretation of plans and specifications.

v. Review shop drawings and data of manufacturers.

vi. Process and certify payment estimates of the Contractor to CLIENT.

vii. Prepare and process necessary change orders or modifications to the construction contract.

viii. Make routine and special trips to the Project site as required.

ix. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the CONSULTANT, the work on the contracts has been substantially completed.

c. Resident Review Services. The CONSULTANT shall provide resident review during construction including, but not limited to, the following:

i. Provide Resident Review Services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.

ii. The CONSULTANT shall provide Resident Review Services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a regular basis during construction work on the Project.

d. **Construction Staking Services.** CONSULTANT shall provide Construction staking in accordance with industry and accepted procedure and standards for all improvements as needed to facilitate construction of said improvements.

e. **Final Review Services.** The CONSULTANT shall make a final review of the Project after construction is completed

to determine the construction substantially complies with the plans and specifications. The CONSULTANT shall certify by a licensed engineer the completion of the work to the CLIENT when construction substantially complies with the plans and specifications.

f. Prepare documentation needed and work with IDOT representatives as necessary to facilitate IDOT Project Close-Out Administrative and Materials Audits.

2. Deliverables

a. Prepare and furnish one (1) reproducible set of Record Plans showing final construction and provide one (1) electronic copy of record drawings in pdf format on CD for CLIENT'S records.

b. CONSULTANT shall provide for CLIENT'S records copies of the resident representatives Daily Project Reports in paper format and electronic (pdf) format on CD.

F. **Additional Services**

1. CONSULTANT shall assist CLIENT with other services as may be required or desired upon request and written authorization.

EXHIBIT 3
COMPENSATION

The CLIENT shall compensate the CONSULTANTS for their services by payment of the following fees:

A. **Preliminary Engineering Design Services.** For services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph A:

1. A fee on the basis of the standard hourly fees for the time the CONSULTANTS' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the CONSULTANTS for work associated with the Project.

2. The total fee for the preliminary engineering services shall not exceed the sum of Five Thousand Six Hundred Dollars (**$5,600**) without additional authorization.

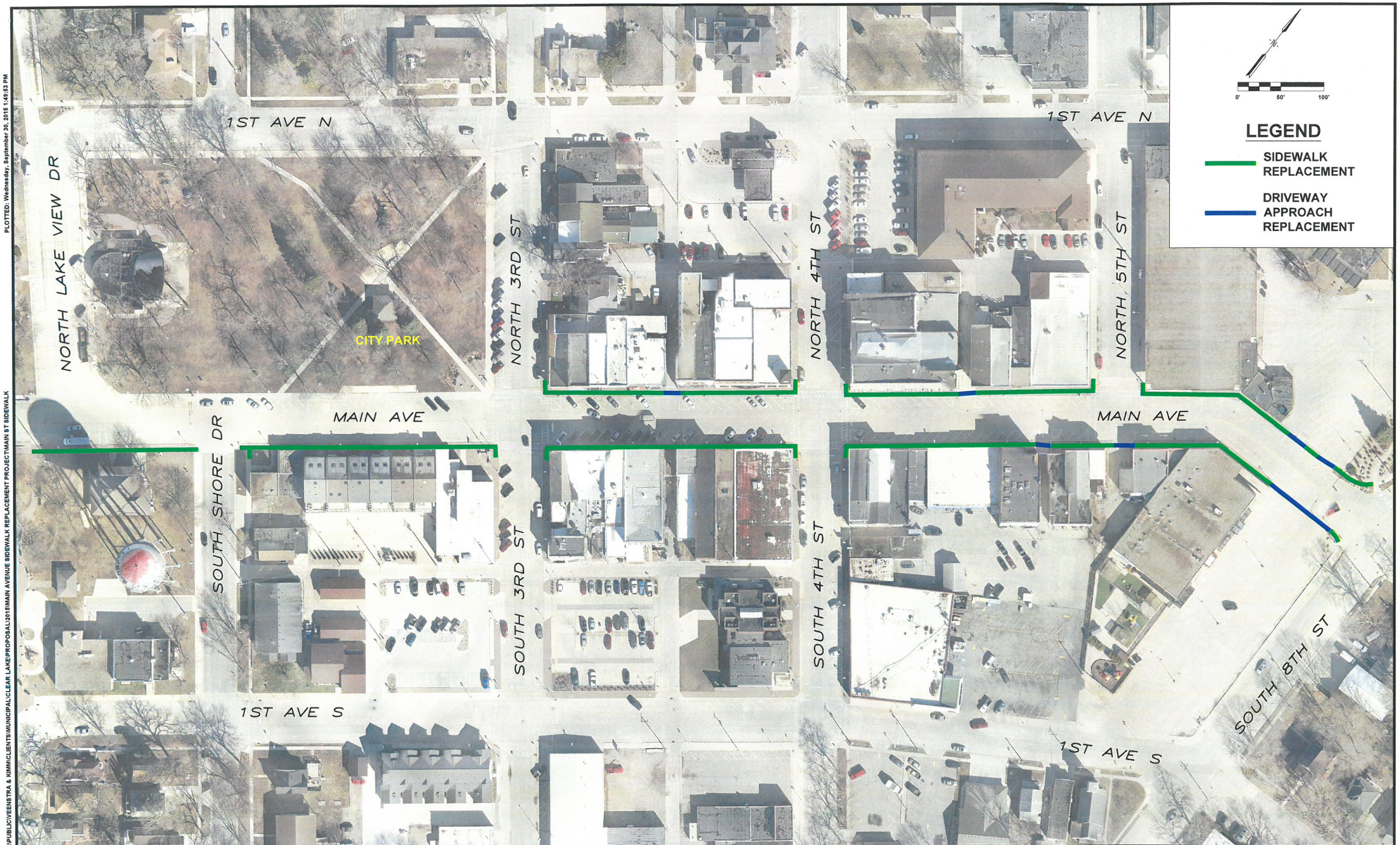
B. **Final Engineering Design Services.** For services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph B:

1. CLIENT shall pay CONSULTANTS a Lump Sum fee for an amount that will be determined at a later date following completion of the Preliminary Engineering Design Services and refinement of Project Scope.

C. **Right-of-Way and Easement Acquisition Services.** For services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph C:

1. A fee on the basis of the standard hourly fees for the time the CONSULTANTS' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the CONSULTANTS for work associated with the Project.

2. The total fee for the right-of-way and easement acquisition services shall not exceed a sum amount which will be determined at a later date following completion of the Preliminary Engineering Design Services.



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DATE	REVISIONS

SCALE	AS NOTED
DRAWN	####
CHECKED	####
APPROVED	####
DATE	####
ISSUED FOR	####

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

V&K

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)

MAIN AVENUE SIDEWALK REPLACEMENT PROJECT
CITY OF CLEAR LAKE, IOWA

PROJECT SCOPE

FIGURE
1

PROJECT MC15-48