



# 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](http://www.cityofclearlake.com)

Mayor  
NELSON P.  
CRABB

April 8, 2014

City  
Administrator  
SCOTT  
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Thursday, **April 10, 2014**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed 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 #6A. 2014 Street Resurfacing Project.** At its regular meeting on March 17<sup>th</sup>, the Council awarded the construction contract to Heartland Asphalt (Mason City). The amount of the contract is \$286,156.52. That is \$16,603.48 (5.5%) below the engineer's estimate of the probable cost of construction, which was \$302,760.

The City has now received the partially-executed contract & bonds (performance, payment, & maintenance) and Certificate of Liability Insurance from the Contractor. All these documents have been reviewed by City staff and the project consultant and have been determined to be in compliance with the project's contract document specifications.

Notice to proceed is anticipated to be issued in mid-April. Construction is required to be completed by June 20<sup>th</sup>.

Scott Flory  
City Administrator



TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
THURSDAY, APRIL 10, 2014  
CITY HALL – COUNCIL CHAMBERS  
**6:30 P.M.**

1. Call To Order by Mayor Nelson P. Crabb..
2. Approval of Agenda.
3. Consent Agenda:
  - A. Minutes – March 17, 2014
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - **Liquor License**: Class B Beer (BB) (Includes wine coolers) with Outdoor Service & Sunday Sales, *Lake Time Brewery*; Class B Wine Permit, Class C Beer Permit with Sunday Sales, *Pitstop Convenience Store*; Class C Liquor License (LC) (Commercial) with Outdoor Service, *MNG Restaurant Corp. (District 619)*; Class C Liquor License (LC) (Commercial) with Outdoor Service & Sunday Sales, *South Shore Inn*; Class C Liquor License (LC) (Commercial) with Outdoor Service & Sunday Sales, *Rumorz*, (renewals).
    - **Tree Trimmer's License**: Blanchard Tree Service, Mason City, (renewal).
    - **Excavator's License**: Jennings Excavating, Clear Lake; Mort's Inc., Latimer; JIREH, LLC, Clear Lake; YohnCo., Clear Lake, (renewals).
    - **Street Closing Requests**: Clear Lake Area Chamber of Commerce, Earth Day Activities, Saturday April 26<sup>th</sup>, Clear Lake Fishing Club Walleye Tournament, May 17<sup>th</sup> & 18<sup>th</sup>.
4. Citizen's 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. 2014 Street Resurfacing Project:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #14-34**, “A Resolution approving the Contract & bonds.”
- Discussion and consideration of **Motion** by City Council.

B. North Iowa Corridor EDC Quarterly Report:

- Review by Brent Willet President & CEO, NICEDC.
- Discussion and questions by City Council.

C. City Hall/Police Department Building Renovation Project:

- Update regarding construction and review of Pay Request #2, Police Chief Rex McChesney.
- **Motion** to approve Pay Request #2 by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Alliant Energy Annual Report:

- Review by Jim Collins, Key Account Coordinator.
- Discussion and questions by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

9. Public Works Director’s Report:

10. City Administrator’s Report:

11. City Attorney’s Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – APRIL 21, 2014

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONTRACT AND BOND

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

That the construction contract and bond executed for the 2014 Street Resurfacing Project, as described in the plans and specifications and which have been signed by the Mayor and Clerk on behalf of the City and proof of insurance coverage be and the same are hereby approved as follows:

Contractor: \_\_\_\_\_ of \_\_\_\_\_

Date of contract: \_\_\_\_\_

Bond surety: \_\_\_\_\_

Date of Bond: \_\_\_\_\_

Portion of Project: All construction work

PASSED AND APPROVED this 10th day of April, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**SECTION 00500**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the 7<sup>th</sup> day of April, 2014, by and between

City of Clear Lake, Iowa

\_\_\_\_\_  
(hereinafter called OWNER) and

Heartland Asphalt, 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 2014 Street Resurfacing Project, Clear Lake, Iowa.

**Article 2. ENGINEER.**

The Project has been designed by Yaggy Colby Associates 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 and shall be substantially completed by June 20, 2014

Substantial completion is defined as follows: All work is complete except for finish grading and turf restoration areas, sodding and minor clean-up. Streets, driveways and sidewalk must be open and accessible to the public.

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 Article 12 of 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 \$500 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 Two Hundred Eight-six Thousand, One Hundred Fifty-six dollars and Fifty-two cents (\$286,156.52). 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 Article 14 of 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 paragraph 2.9 of 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 paragraph 14.7 of the General Conditions.

5.2 Final Payment. No sooner than 30 days following final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

**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 paragraph 4.2 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 paragraph 4.3 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 to 2, inclusive).

7.3 Performance, Payment, and other Bonds.

7.4 Notice of Award.

7.5 Standard General Conditions (pages 1 to 42, inclusive).

7.6 Modifications to General Conditions (pages 1 to 7, inclusive).

7.7 Specifications bearing the title "2014 Street Resurfacing 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 number 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 paragraphs 3.5 and 3.6 of 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 paragraphs 3.5 and 3.6 of 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 April 7, 2014.

OWNER City of Clear Lake, Iowa

BY \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving notices

City Hall, 15 North 6<sup>th</sup> Street, P.O. Box 185

Clear Lake, Iowa 50428

(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.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_  
(Firm Name) (SEAL)

By \_\_\_\_\_  
(general partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By HEARTLAND ASPHALT INC  
(Corporation Name)

IOWA  
(state of incorporation)

By David Richer  
(name of person authorized to sign)

V. President  
(title)

(Corporate Seal)

Attest Kellen Braz  
(Secretary)

Business address: 2601 S Federal Ave  
Mason City IA 50401

\_\_\_\_\_

Phone No.: 641-424-1733

EXHIBIT A  
 2014 STREET RESURFACING PROJECT  
 CLEAR LAKE, IOWA  
 12148

**DIVISION I - GENERAL RESURFACING**

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 5,100.00	\$ 5,100.00
2	Traffic Control	1	LS	\$ 1,000.00	\$ 1,000.00
3	Removal of PCC Pavement or Drive	105	SY	\$ 7.30	\$ 766.50
4	Removal of Curb & Gutter	671	LF	\$ 5.00	\$ 3,355.00
5	Removal of Sidewalk	440	SY	\$ 4.90	\$ 2,156.00
6	PCC Pavement or Drive, Class C, 6	105	SY	\$ 49.05	\$ 5,150.25
7	BT Joint Bars	470	EA	\$ 5.50	\$ 2,585.00
8	Curb & Gutter, PCC, Class C	671	LF	\$ 28.22	\$ 18,935.62
9	Sidewalk, PCC, Class C, 4"	3030	SF	\$ 5.87	\$ 17,786.10
10	Sidewalk, PCC, Class C, 6"	920	SF	\$ 9.60	\$ 8,832.00
11	Detectable Warning Panels	168	SF	\$ 40.00	\$ 6,720.00
12	Pavement Scarification	1875	SY	\$ 5.00	\$ 9,375.00
13	HMA Surface Mixture, 2"	7180	SY	\$ 8.20	\$ 58,876.00
14	HMA Leveling Mixture	690	SY	\$ 4.31	\$ 2,973.90
15	Storm Sewer, 15", RCP, Cl. 5	168	LF	\$ 40.00	\$ 6,720.00
16	C-1 Reducing Connection	1	EA	\$ 350.00	\$ 350.00
17	Intake, SW-501	2	EA	\$ 3,100.00	\$ 6,200.00
18	Special Backfill Material, Trench	25	TON	\$ 15.00	\$ 375.00
19	Fixture Adjustment, Manhole	1	EA	\$ 800.00	\$ 800.00
20	Fixture Adjustment, Valve Box	1	EA	\$ 100.00	\$ 100.00
21	Fixture Adjustment, Clean Out	2	EA	\$ 560.00	\$ 1,120.00
22	Turf Restoration	27	SQ	\$ 120.00	\$ 3,240.00
23	Aggregate Surfacing	24	TON	\$ 21.00	\$ 504.00
<b>TOTAL PROJECT -DIVISION I</b>					<b>\$ 163,020.37</b>

**EXHIBIT A**  
**2014 STREET RESURFACING PROJECT**  
**CLEAR LAKE, IOWA**  
**12148**

**DIVISION II - CRACK & SEAT**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Traffic Control	1	LS	\$ 1,500.00	\$ 1,500.00
3	Sawcut, Full Depth	1060	LF	\$ 4.00	\$ 4,240.00
4	Removal of PCC Pavement or Drive	185	SY	\$ 7.30	\$ 1,350.50
5	Removal of Curb & Gutter	65	LF	\$ 5.00	\$ 325.00
6	Removal of Sidewalk	8	SY	\$ 4.90	\$ 39.20
7	PCC Pavement or Drive, Class C, 6	185	SY	\$ 49.05	\$ 9,074.25
8	BT Joint Bars	45	EA	\$ 5.50	\$ 247.50
9	Curb & Gutter, PCC, Class C	65	LF	\$ 28.22	\$ 1,834.30
10	Sidewalk, PCC, Class C, 4"	50	SF	\$ 5.87	\$ 293.50
11	Sidewalk, PCC, Class C, 6"	20	SF	\$ 9.60	\$ 192.00
12	Detectable Warning Panels	10	SF	\$ 40.00	\$ 400.00
13	Pavement Scarification, ACC	270	SY	\$ 5.00	\$ 1,350.00
14	Pavement Scarification, PCC	355	SY	\$ 5.00	\$ 1,775.00
15	Cracking & Seating of PCC Paveme	4330	SY	\$ 1.56	\$ 6,754.80
16	HMA Partial Depth Patch	20	TON	\$ 130.50	\$ 2,610.00
17	Base, Cleaning & Preparation	4330	SY	\$ 0.28	\$ 1,212.40
18	HMA Base Mixture, 1-1/2"	4650	SY	\$ 6.21	\$ 28,876.50
19	HMA Surface Mixture, 1-1/2"	4650	SY	\$ 6.15	\$ 28,597.50
20	HMA Leveling Mixture	470	SY	\$ 4.31	\$ 2,025.70
21	Fixture Adjustment, Valve Box	2	EA	\$ 100.00	\$ 200.00
22	Fixture Adjustment, Manhole	7	EA	\$ 800.00	\$ 5,600.00
23	Fixture Adjustment, Intake	1	EA	\$ 1,250.00	\$ 1,250.00
24	Storm Sewer Intake SW-501	1	EA	\$ 3,100.00	\$ 3,100.00
25	Storm Sewer Intake, SW-512	1	EA	\$ 1,952.00	\$ 1,952.00
26	Storm Sewer Cleanout	1	EA	\$ 900.00	\$ 900.00
27	Storm Sewer, 12", HDPE	139	LF	\$ 39.00	\$ 5,421.00
28	Subdrain, 6"	26	LF	\$ 15.00	\$ 390.00
29	Connect to Ex. Intake	2	EA	\$ 500.00	\$ 1,000.00
30	Turf Restoration	25	SQ	\$ 120.00	\$ 3,000.00
31	Aggregate Surfacing	125	TON	\$ 21.00	\$ 2,625.00
<b>TOTAL PROJECT -DIVISION II</b>					<b>\$ 123,136.15</b>
<b>TOTAL PROJECT -DIVISION I &amp; DIVISION II</b>					<b>\$ 286,156.52</b>



### PERFORMANCE BOND

CONTRACTOR (name and address):

Heartland Asphalt, Inc.  
2601 South Federal Avenue  
Mason City, IA 50401

OWNER (name and address):

City of Clear Lake  
15 North 6th Street, Clear Lake, IA 50428

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: April 7, 2014

Amount: \$286,156.52 Two Hundred Eighty Six Thousand One Hundred Fifty Six Dollars and 52/100

Description (name and location): 2014 Street Resurfacing Project, Clear Lake, Iowa

SURETY (name and address of principal place of business):

Merchants Bonding Company (Mutual)  
2100 Fleur Drive  
Des Moines, IA 50321-1158

**BOND**

Bond Number: IAC583359

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): April 7, 2014

Amount: \$286,156.52 Two Hundred Eighty Six Thousand One Hundred Fifty Six Dollars and 52/100

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Heartland Asphalt, Inc. \_\_\_\_\_ (seal)

Merchants Bonding Company (Mutual) \_\_\_\_\_ (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: David Ricker \_\_\_\_\_

By: Cindy Bennett \_\_\_\_\_

Signature

Signature (attach power of attorney)

David Ricker \_\_\_\_\_

Cindy Bennett \_\_\_\_\_

Print Name

Print Name

V. Pres \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

Title

Title

Attest: Dawn Kuntz \_\_\_\_\_

Attest: Sunny Bartenhagen \_\_\_\_\_

Signature

Signature Sunny Bartenhagen

accounting assistant \_\_\_\_\_

\_\_\_\_\_  
Surety Witness

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

### PAYMENT BOND

CONTRACTOR (name and address):

Heartland Asphalt, Inc.  
2601 South Federal Avenue  
Mason City, IA 50401

SURETY (name and address of principal place of business):

Merchants Bonding Company (Mutual)  
2100 Fleur Drive  
Des Moines, IA 50321-1158

OWNER (name and address): City of Clear Lake  
15 North 6th Street, Clear Lake, IA 50428  
CONSTRUCTION CONTRACT

Effective Date of the Agreement: April 7, 2014  
Amount: \$286,156.52 Two Hundred Eighty Six Thousand One Hundred Fifty Six Dollars and 52/100  
Description (name and location): 2014 Street Resurfacing Project, Clear Lake, Iowa

#### BOND

Bond Number: IAC583359  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): April 7, 2014  
Amount: \$286,156.52 Two Hundred Eighty Six Thousand One Hundred Fifty Six Dollars and 52/100  
Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

#### CONTRACTOR AS PRINCIPAL

Heartland Asphalt, Inc. \_\_\_\_\_ (seal)  
Contractor's Name and Corporate Seal

By: David Ricken  
Signature

David Ricken  
Print Name

V. Pres  
Title

Attest: Dawn VanHaven  
Signature

Accounting assistant  
Title

#### SURETY

Merchants Bonding Company (Mutual) \_\_\_\_\_ (seal)  
Surety's Name and Corporate Seal

By: Cindy Bennett  
Signature (attach power of attorney)

Cindy Bennett  
Print Name

Attorney-in-Fact  
Title

Attest: Sunny Bartenhagen  
Signature Sunny Bartenhagen

\_\_\_\_\_  
Surety Witness  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

MAINTENANCE BOND

Bond No. IAC583359

KNOW ALL MEN BY THESE PRESENTS:

That, Heartland Asphalt, Inc. of Mason City, IA  
as Principal, and the Merchants Bonding Company (Mutual) as Surety,  
are held and firmly bound unto City of Clear Lake in the

penal sum of Two Hundred Eighty Six Thousand One Hundred Fifty Six Dollars and 52/100 (\$ 286,156.52 )

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with City of Clear Lake

To furnish all the material and labor necessary for the construction of 2014 Street Resurfacing  
Project, Clear Lake, Iowa

in Clear Lake, IA In conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of Four ( 4 ) years from the date of acceptance of the work under said contract; and

Whereas, the said Merchants Bonding Company (Mutual) for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Clear Lake

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period of Four ( 4 ) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 7th  
day of April, 2014.

Heartland Asphalt, Inc.

Principal  
By: David Reichen U Pres

Merchants Bonding Company (Mutual)

Surety  
By: Cindy Bennett  
Cindy Bennett Attorney-in-Fact



# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Clear Lake  
15 N. 6th Street  
Clear Lake, IA 50428

PROJECT: Clear Lake Municipal Building Renovation

APPLICATION NO: 2  
PERIOD TO: 02/28/14  
PROJECT NOS.: 11012

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 TITLE COMPANY

FROM: King-Knutson Construction, Inc.  
101 N. 8th Street  
Clear Lake, IA 50428

VIA ARCHITECT: Bergland & Cram

CONTRACT DATE: 01/20/14

REF. NUMBER: 11012

INVOICE NO.: CLMB-02  
TM JOB NO.:

CONTRACT FOR: City of Clear Lake

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	<u>1,140,381.00</u>
2. Net change by Change Orders	\$	<u>5390.50</u>
3. CONTRACT SUM TO DATE (Line +/- 2)	\$	<u>1,145,771.50</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	<u>126,159.50</u>
5. RETAINAGE		
a. <u>0</u> % of Labor Only (Column D + E on G703)	\$	<u>                    </u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	<u>                    </u>
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)	\$	<u>6,307.98</u>
6. TOTAL EARNED (Line 4 less Line 5 total)	\$	<u>119,851.53</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	<u>40,683.75</u>
8. CURRENT PAYMENT DUE	\$	<u>79,167.78</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>1,025,919.98</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month	<u>5,390.50</u>	
<b>TOTALS</b>	<u>5,390.50</u>	
<b>NET CHANGES by Change Order</b>	<u>5390.50</u>	

The undersigned Contractor certifies that to the best of the Contractors Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: Jeanne A. Field DATE: 03/28/14

State of: Iowa  
County of: Cerro Gordo  
Subscribed and sworn to before me this 28<sup>th</sup> day of March 2014

Notary Public: [Signature]  
My Commission expires: 03/17/17



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 79,167.78

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 4/2/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# AIA DOCUMENT G703 CONTINUATION SHEET

CONTRACTOR APPLICATION FOR PAYMENT									
PROJECT: Clear Lake Municipal Building Renovation and Remodeling					APPLICATION NO.: 2				
CONTRACTOR: King-Knutson Construction, Inc					APPLICATION DATE: March 28, 2014				
					PERIOD TO: March 31, 2014				
					PURCHASE ORDER NUMBER: 11012				
A	B	C	D	E	F	G	H	I	
PHASE NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1.	General Conditions	17,187.00	12,140.00	1,000.00		13,140.00	76%	4,047.00	657.00
2.	Demolition	36,120.00	14,448.00	1,800.00		16,248.00	45%	19,872.00	812.40
3.	Concrete Work	26,229.00		20,980.00		20,980.00	80%	5,249.00	1,049.00
4.	Masonry Work	120,524.00		19,500.00		19,500.00	16%	101,024.00	975.00
5.	Masonry Restoration	21,656.00				0.00	0%	21,656.00	0.00
6.	Metals	2,772.00				0.00	0%	2,772.00	0.00
7.	Rough Carpentry	21,396.00		2,600.00		2,600.00	12%	18,796.00	130.00
8.	Finish Carpentry	18,144.00				0.00	0%	18,144.00	0.00
9.	Architectural Woodwork	36,472.00				0.00	0%	36,472.00	0.00
10.	Insulation	29,228.00				0.00	0%	29,228.00	0.00
11.	Rough Patching	8,106.00		800.00		800.00	10%	7,306.00	40.00
12.	Joint Sealants	6,927.00				0.00	0%	6,927.00	0.00
13.	Metal Doors and Frames	79,118.00				0.00	0%	79,118.00	0.00
14.	Special Doors	7,387.00				0.00	0%	7,387.00	0.00
15.	Aluminum Store Front	51,093.00				0.00	0%	51,093.00	0.00
16.	Acoustical Ceiling	10,112.00				0.00	0%	10,112.00	0.00
17.	Flooring	38,824.00				0.00	0%	38,824.00	0.00
18.	Painting	29,936.00				0.00	0%	29,936.00	0.00
19.	Specialties	4,720.00				0.00	0%	4,720.00	0.00
20.	Garage Fence	4,397.00				0.00	0%	4,397.00	0.00
21.	Wire Mesh Partitions	2,835.00				0.00	0%	2,835.00	0.00
22.	Lockers	4,069.00				0.00	0%	4,069.00	0.00
23.	Evidence Weapon Storage	20,160.00				0.00	0%	20,160.00	0.00
24.	Window Blinds	1,639.00				0.00	0%	1,639.00	0.00
25.	Plumbing and Mechanical	159,760.00	4,790.00	9,400.00		14,190.00	9%	145,570.00	709.50
26.	Electrical	381,570.00	11,447.00	21,864.00		33,311.00	9%	348,259.00	1,665.55

# AIA DOCUMENT G703 CONTINUATION SHEET

CONTRACTOR APPLICATION FOR PAYMENT									
PROJECT: Clear Lake Municipal Building Renovation and Remodeling				APPLICATION NO.: 2					
CONTRACTOR: King-Knutson Construction, Inc				APPLICATION DATE: March 28, 2014					
				PERIOD TO: March 31, 2014					
				PURCHASE ORDER NUMBER: 11012					
A	B	C	D		E	F	G	H	I
PHASE NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
27.	Change Order #1	3,693.00		3,693.00		3,693.00	100%	0.00	184.65
28.	Change Order #2	900.00		900.00		900.00	100%	0.00	45.00
29.	Change Order #3	385.00		385.00		385.00	100%	0.00	19.25
30.	Change Order #4	412.50		412.50		412.50	100%	0.00	20.63
31.						0.00	#DIV/0!	0.00	0.00
32.						0.00	#DIV/0!	0.00	0.00
33.						0.00	#DIV/0!	0.00	0.00
34.						0.00	#DIV/0!	0.00	0.00
35.						0.00	#DIV/0!	0.00	0.00
36.						0.00	#DIV/0!	0.00	0.00
	<b>TOTALS</b>	<b>1,145,771.50</b>	<b>42,825.00</b>	<b>83,334.50</b>	<b>0.00</b>	<b>126,159.50</b>	<b>11%</b>	<b>1,019,612.00</b>	<b>6,307.98</b>



## Clear Lake, Iowa 2014

### **Economic Development Support –**

- Assisted North Iowa Corridor Economic Development Corp through annual support and Partnership Program funding.
- Support site location and existing industry through support of LOIS database and Synchronist

### **Community Support –**

- Assisted Clear Lake and the surrounding area through the United Way, annual support of the Chamber and contributions to various events and programs through local contributions and the Alliant Energy Foundation

### **Energy Efficiency Community Participation and Impacts**

- Number of Rebates: 871
- Total Community Rebate Incentives: \$213,000
- Local Dealer Incentives: \$14,000
- Kilowatt hours saved: 450,000
- Natural gas saved: 41,000 therms

### **Community Infrastructure Investment –**

- Electrical Infrastructure Investment - \$430,000
- Natural Gas Infrastructure Investment - \$200,000

### **Clear Lake and Cerro Gordo County Property Taxes**

- Clear Lake - \$179,000
- Cerro Gordo County - \$2,100,000

### **Employment**

- Mason City Operations employs 62 people

Please visit [www.alliantenergy.com/iowacommunities](http://www.alliantenergy.com/iowacommunities) to learn more about Alliant Energy's community programs and services.



