

Mayor  
NELSON P.  
CRABB

January 31, 2014

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

City  
Administrator  
SCOTT  
FLORY

The next meeting of the Clear Lake City Council is scheduled for Monday, **February 3, 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. **CLPD & City Hall Renovation Project.** At its regular meeting on January 20, 2014, the City Council awarded the construction contract to King Construction (Clear Lake). The amount of the contract is \$1,140,381. The City has now received the partially-executed contract and bonds, as well as the Certificate of Liability Insurance from the Contractor. These documents have been reviewed by City Staff and the Project architect and have been determined to be in compliance with the Project's contract document specifications.

The Project primarily involves the renovation of the vacant space within the building that was formerly occupied by the Clear Lake Fire Department prior to its relocation to its new fire station facility in the fall of 2012. This vacant space will be renovated and remodeled, along with the rest of the police department for its use. Additionally, the remainder of the building itself will be remodeled and brought up to current code standards. The building's restrooms and other areas, for example, are not ADA compliant and it still maintains the original single-pane glass windows throughout, as well as many other features vintage to the building's original construction Circa 1964. In 2012, the City replaced the old emergency back-up generator, which was an early 1970's vintage without automatic transfer switch and make electrical upgrades to the building at that time.

A pre-construction conference has been set for February 6<sup>th</sup>. Construction is anticipated to begin in mid-to-late February and be substantially completed by December 31, 2014.

ITEM #6C. **S. 20<sup>th</sup> Street Improvement Project.** At its regular meeting on January 20, 2014, the City Council accepted the work and ordered the engineer to prepare the "Final Plat & Schedule of Assessments". The Final Plat & Schedule of Assessments was filed with the City Clerk on January 28, 2014. The Council may now act on the Resolution to "Adopt the Final Plat & Schedule of Assessments" and



instruct the Clerk to file the same with the County Treasurer (February 7<sup>th</sup>). The City Clerk is then required to publish notice of the filing of the "Final Plat & Schedule of Assessments" in the newspaper for two consecutive weeks (February 12<sup>th</sup> & 19<sup>th</sup>). Notices will be mailed to affected property owners on February 12<sup>th</sup>. Special assessments will be collected at the Office of the City Clerk until March 17<sup>th</sup>. The Clerk will then thereafter certify collection of assessments with the County Treasurer on March 18<sup>th</sup>.

**ITEM #6E. N. Shore Drive (400 block) Streetscape Project.** At its August 6, 2012 meeting, the City Council awarded the Project construction contract to Vieth Construction Corporation (Cedar Falls) in the amount of \$243,773.25. The Project bid letting was conducted by the Iowa DOT in Ames in July, 2012, as the City was the recipient of a Transportation Enhancement grant in 2011 for the project in the amount of \$87,138. The engineer's estimate of the probable cost of construction was \$211,162. On January 29, 2014, the Project engineer, Veenstra & Kimm, filed the "Certificate of Completion" with the City Clerk, indicating that the Project has been completed in compliance with the plans & specifications, previously approved by the Council.

The Project, of course, entailed the construction of aesthetically themed improvements that linked together 3 Stars Plaza and Buddy Holly Place with the historic Surf Ballroom. The north side of the N. Shore Drive sidewalk was reconstructed with brick pavers placed on top of a 4" PCC base and interlocked with sand. A 6" perforated sub-drain was placed behind the curb to eliminate issues with the sidewalk heaving during freeze-thaw cycles. Roadway islands with colored stamped concrete and tree grates (including trees) were constructed at the driveway approaches into the Surf Ballroom parking lot. The driveway approaches to the Surf Ballroom parking lot were also reconstructed, including adding storm sewer intakes to improve storm water drainage and reduce the amount of surface water runoff draining directly into the street. New street lighting was also placed to enhance the streetscape and promote a safer walkway for pedestrians at night.

There were a total of two (2) change orders. Change order #1 reflected a price adjustment negotiated between the City and the general contractor for deficient work (\$6,913.31), as well as liquidated damages of 22 days (\$500/day) for a total deduct of \$17,913.31. Change order #2 was an increase of \$3,260 related to actual quantities constructed vs original contract quantities for certain items specified in the contract to be paid based on contract quantities. Therefore, the "revised" final contract amount after change orders is \$229,090.34. However, the total value of

the work completed was \$211,306.94. This equates to roughly a 13% decrease from the "original" contract amount.

The Council will consider approval of Pay Estimates #5 & 6 (final). Pay Estimate #6 serves as the final pay estimate for the project and is for the retainage amount only. Additionally, the Council will consider a Resolution "Accepting the Work". The retainage amount cannot be released any sooner than 31 days following acceptance of the work by the City Council.

Scott Flory  
City Administrator

**Smart Quote: "A person often meets his destiny on the road he took to avoid it." -- Jean de la Fontaine, French writer and poet**

TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
MONDAY, FEBRUARY 3, 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 – January 20 & 23, 2014.
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - **Liquor License**: Class C Liquor License (LC) (Commercial) with Outdoor Service & Sunday Sales, Veterans Memorial Golf Club Foundation; Class B Native Wine Permit (WBN) with Sunday Sales, Lake Coffee & Ice Cream; Class B Wine Permit, Class C Beer Permit (BC) with Sunday Sales, Dollar General Store #4616; (renewals).
    - **Excavator's License**: A Plus Skidloader Service, Boone, (renewal).
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. Clear Lake Police Department & City Hall Renovation Project:
    - Review of request, Scott Flory, City Administrator.
    - **Motion** to approve **Resolution #14-11**, "A Resolution approving Contract & bonds for the Clear Lake Police Department & City Hall Renovation Project."
    - Discussion and consideration of **Motion** by City Council.
    - Pre-construction conference February 6<sup>th</sup> at 1:30 p.m.
  - B. North Iowa Corridor EDC Quarterly Report:
    - Update and review by Brent Willett, NIC EDC.
    - Discussion and questions by City Council.

C. S. 20<sup>th</sup> Street (Main Ave. - 2nd Ave. S.) Intersection, Sidewalk, & Storm Sewer Project:

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #14-12**, “A Resolution “Approving Final Plat & Schedule of Assessments” by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Parks & Recreation Department Quarterly Report:

- Update and review by Randy Miller, Parks & Recreation Director.
- Discussion and questions by City Council.

E. North Shore Drive (400 block) Streetscape Project:

- Introduction by Scott Flory, City Administrator
- Review of Pay Estimate #5 and #6 (final), Jason Petersburg, P.E. Veenstra & Kimm.
- **Motion** to approve Pay Estimates #5 and #6 (final).
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #14-13**, “A Resolution Accepting the Work” for North Shore Drive (400 block) Streetscape Project.”
- Discussion and consideration of **Motion** by City Council.

F. Clear Lake Consolidated Urban Renewal Area/Plan:

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #14-14**, “A Resolution to fix a date of meeting at which it is proposed to approve a Development Agreement, including annual appropriation tax increment payments in an amount not to exceed \$7,300,000.”
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

- Request to set date for Special City Council meeting on February 10, 2014, at 6:30 p.m. (subject to Council approval).
- Appointment of Robert Swanson (1913 N. Shore Drive) to the Board of Adjustment for the term ending 12/31/18 (subject to Council approval).
- Appointment of Lori Broghammer (1201 S Shore Drive) to the Planning & Zoning Commission to fill an unexpired term ending 12/31/16 (subject to Council approval).

9. Public Works Director's Report:

10. City Administrator's Report:

- Iowa League of Cities Legislative Day – Tuesday, February 4<sup>th</sup>.

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – FEBRUARY 17, 2014

RESOLUTION No. \_\_\_\_\_

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND  
BONDS FOR THE CITY HALL/POLICE DEPARTMENT  
RENOVATION PROJECT 2014

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA; that the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as construction of the City Hall/Police Department Renovation Project 2014, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: King Construction Company, Clear Lake, Iowa

Bond surety: Hudson Insurance Company

Date of Bond: February 3, 2014

Portion of project: All construction work.

PASSED AND APPROVED, this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
Nelson P. Crabb, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Larsen, City Clerk



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Twentieth day of January in the year Two Thousand Fourteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

City of Clear Lake  
15 North 6th Street  
Clear Lake, IA 50428  
Telephone Number: 641.357.6267  
Fax Number: 641.357.8711

and the Contractor:

*(Name, legal status, address and other information)*

King-Knutson Construction, Inc.(dba King Construction & Overhead Door, Inc.)  
101 North 8th Street  
Clear Lake, IA 50428  
Telephone Number: 641.357.5575

for the following Project:

*(Name, location and detailed description)*

Clear Lake City Hall / Police Department, Renovation Project # 11012  
15 North 6th Street  
Clear Lake, IA 50428  
Multi-Phase Renovations for the Reuse of the Clear Lake Municipal Building

Phase 1: Windows, Exterior Doors  
Phase 2: Fire Station Renovation, Mechanical, Electrical  
Phase 3: City Hall Renovation  
Phase 4: Existing Police Station Renovation

The Architect:

*(Name, legal status, address and other information)*

Bergland and Cram Architects, Inc.  
1002 East State Street, Suite A  
Mason City, IA 50401  
Telephone Number: 641.423.6349  
Fax Number: 641.423.7514

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(946163787)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Construction may commence immediately upon submission of Performance Bond, Payment Bond, and Certificate of Insurance.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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The Contractor shall achieve Substantial Completion of the entire Work not later than December 31, 2014.

Portion of Work	Substantial Completion Date
Substantial Completion	December 31, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Forty Thousand Three Hundred Eighty-one Dollars and Zero Cents (\$ 1,140,381.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid \$1,140,381.00

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Signage – Installation of interior and exterior signage.	\$8,000.00
Face Brick Masonry – selection and delivery	\$645/per thousand

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

None

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

%

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

Scott Flory, City Administer  
City of Clear Lake  
15 North 6th Street  
Clear Lake, IA 50428  
Ph: 641.357.6267

**§ 8.4** The Contractor's representative:

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User Notes:

(946163787)

(Name, address and other information)

James A. Fiedler, General Manager  
King-Knutson Construction, Inc.(dba King Construction & Overhead Door, Inc.)  
101 North 8th Street  
Clear Lake, IA 50428  
Ph: 641.357.5575

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	Clear Lake Municipal Building Renovation and Remodel, Project# 11012	12/9/2013	19 - 22

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
000020 to 122113	Clear Lake Municipal Building Renovation and Remodel, Project# 11012	12/09/2013	1 - 140
22 0050 to 28 3100	Clear Lake Municipal Building Renovation and Remodel, Project# 11012	12/09/2013	263 pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A001, A002, A201, A202, A203, A301, A401, A501, A701, A702, A703, A704, A901, A902, A903	Clear Lake Municipal Building, Renovation and Remodeling, Project# 11012 (15 sheets total)	12/09/13
ME000, PD100, PD101, P100, P101, P500, MD100, MED200, M100, ME200, M500, M501, ED100, E100, E101, E500, E501, T100, T500, T501, & T502	Clear Lake Municipal Building, Renovation and Remodeling, Project# 11012 (21 sheets total)	12/09/13

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	January 3, 2014	20 pages
Addendum No. 2	January 8, 2014	11 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
  
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

King Knutson Construction, Inc. Bid Form dated 01/14/14  
King Knutson Construction, Inc. Bid Bond dated 01/14/14

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

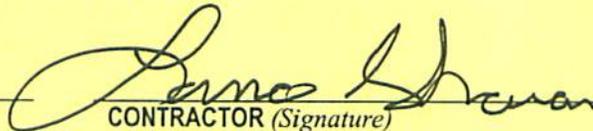
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
As state in Supplementary Conditions Section 000800, Article 11	

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

~~James A. Fiedler, General Manager~~  
\_\_\_\_\_  
(Printed name and title)

LANCE SHARAR, PRES.

Init.

## Additions and Deletions Report for

AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:29:31 on 01/23/2014.

### PAGE 1

**AGREEMENT** made as of the Twentieth day of January in the year Two Thousand Fourteen

...

City of Clear Lake  
15 North 6th Street  
Clear Lake, IA 50428  
Telephone Number: 641.357.6267  
Fax Number: 641.357.8711

...

King-Knutson Construction, Inc.(dba King Construction & Overhead Door, Inc.)  
101 North 8th Street  
Clear Lake, IA 50428  
Telephone Number: 641.357.5575

...

*(Name, location and detailed description)*

Clear Lake City Hall / Police Department, Renovation Project # 11012  
15 North 6th Street  
Clear Lake, IA 50428  
Multi-Phase Renovations for the Reuse of the Clear Lake Municipal Building

Phase 1: Windows, Exterior Doors  
Phase 2: Fire Station Renovation, Mechanical, Electrical  
Phase 3: City Hall Renovation  
Phase 4: Existing Police Station Renovation

...

Bergland and Cram Architects, Inc.  
1002 East State Street, Suite A  
Mason City, IA 50401  
Telephone Number: 641.423.6349  
Fax Number: 641.423.7514

### PAGE 2

Construction may commence immediately upon submission of Performance Bond, Payment Bond, and Certificate of Insurance.

PAGE 3

The Contractor shall achieve Substantial Completion of the entire Work not later than December 31, 2014.

...

Substantial Completion

December 31, 2014

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Forty Thousand Three Hundred Eighty-one Dollars and Zero Cents (\$ 1,140,381.00 ), subject to additions and deductions as provided in the Contract Documents.

...

Base Bid \$1,140,381.00

...

Signage – Installation of interior and exterior signage.

\$8,000.00

Face Brick Masonry – selection and delivery

\$645/per thousand

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5.00 %);

...

None

PAGE 5

Scott Flory, City Administer  
City of Clear Lake

15 North 6th Street  
Clear Lake, IA 50428  
Ph: 641.357.6267

PAGE 6

James A. Fiedler, General Manager  
King-Knutson Construction, Inc.(dba King Construction & Overhead Door, Inc.)  
101 North 8th Street  
Clear Lake, IA 50428  
Ph: 641.357.5575

...

<u>Supplementary</u> <u>Conditions</u>	<u>Clear Lake Municipal Building Renovation</u> <u>and Remodel, Project# 11012</u>	<u>12/9/2013</u>	<u>19 - 22</u>
-------------------------------------------	---------------------------------------------------------------------------------------	------------------	----------------

...

<u>000020 to 122113</u>	<u>Clear Lake Municipal Building Renovation</u> <u>and Remodel, Project# 11012</u>	<u>12/09/2013</u>	<u>1 - 140</u>
<u>22 0050 to 28 3100</u>	<u>Clear Lake Municipal Building Renovation</u> <u>and Remodel, Project# 11012</u>	<u>12/09/2013</u>	<u>263 pages</u>

...

<u>A001, A002, A201, A202, A203, A301,</u> <u>A401, A501, A701, A702, A703, A704,</u> <u>A901, A902, A903</u>	<u>Clear Lake Municipal Building, Renovation</u> <u>and Remodeling, Project# 11012</u> <u>(15 sheets total)</u>	<u>12/09/13</u>
<u>ME000, PD100, PD101, P100, P101,</u> <u>P500, MD100, MED200, M100, ME200,</u> <u>M500, M501, ED100, E100, E101, E500,</u> <u>E501, T100, T500, T501, &amp; T502</u>	<u>Clear Lake Municipal Building, Renovation</u> <u>and Remodeling, Project# 11012</u> <u>(21 sheets total)</u>	<u>12/09/13</u>

PAGE 7

<u>Addendum No. 1</u>	<u>January 3, 2014</u>	<u>20 pages</u>
<u>Addendum No. 2</u>	<u>January 8, 2014</u>	<u>11 pages</u>

...

King Knutson Construction, Inc. Bid Form dated 01/14/14  
King Knutson Construction, Inc. Bid Bond dated 01/14/14

...

As state in Supplementary Conditions  
Section 000800, Article 11

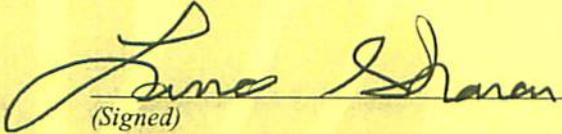
...

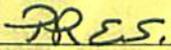
James A. Fiedler, General Manager

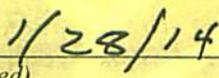
# Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Douglas M. Foreshoe, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:29:31 on 01/23/2014 under Order No. 5041477338\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Dated)



# AIA Document A312™ - 2010

## Performance Bond

HSA-MW-1225

CONTRACTOR:

*(Name, legal status and address)*

King-Knutson Construction, Inc.

101 North 8th Street

Clear Lake, IA 50428

OWNER:

*(Name, legal status and address)*

City of Clear Lake

15 North 6th Street

Clear Lake, IA 50428

CONSTRUCTION CONTRACT

Date: 1/20/2014

Amount: **One Million One Hundred Forty Thousand Three Hundred Eighty-one And No/100THS**

**\$1,140,381.00**

Description:

*(Name and location)* **Clear Lake City Hall / Police Department - Renovation & Remodeling - #11012**

SURETY:

*(Name, legal status and principal place of business)*

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 1/29/2014

*(Not earlier than Construction Contract Date)*

Amount: **One Million One Hundred Forty Thousand Three Hundred Eighty-one And No/100THS**

**\$1,140,381.00**

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

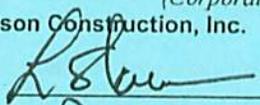
Company: *(Corporate Seal)*

King-Knutson Construction, Inc.

SURETY

Company: *(Corporate Seal)*

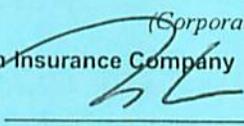
Hudson Insurance Company

Signature: 

Name

and Title: **U. Pres**

*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: 

Name

and Title: **Todd A. Schaap**

**Attorney-in-Fact**

*(FOR INFORMATION ONLY — Name, address and telephone)*

AGENT or BROKER:

Shorewest Surety Services, Inc.

2626 49th Drive

Franksville, WI 53126

(262)835-9576

OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party:)*

§ 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 Section 3.

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

- .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 Section 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's 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 Section 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:

- .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
- .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 Section 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 Section 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 period of limitation 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 to the Contractor of 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.





# AIA Document A312™ – 2010

## Payment Bond

HSA-MW-1225

CONTRACTOR:

*(Name, legal status and address)*

King-Knutson Construction, Inc.

101 North 8th Street

Clear Lake, IA 50428

OWNER:

*(Name, legal status and address)*

City of Clear Lake

15 North 6th Street

Clear Lake, IA 50428

CONSTRUCTION CONTRACT

Date: 1/20/2014

One Million One Hundred Forty Thousand Three Hundred Eighty-one And No/100THS

Amount:

\$1,140,381.00

Description:

*(Name and location)*

Clear Lake City Hall / Police Department - Renovation & Remodeling - #11012

SURETY:

*(Name, legal status and principal place of business)*

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 1/29/2014

*(Not earlier than Construction Contract Date)*

One Million One Hundred Forty Thousand Three Hundred Eighty-one And No/100THS

Amount:

\$1,140,381.00

Modifications to this Bond:  None

See Section 18

CONTRACTOR AS PRINCIPAL

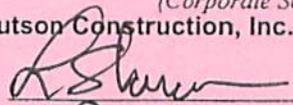
Company: *(Corporate Seal)*

King-Knutson Construction, Inc.

SURETY

Company: *(Corporate Seal)*

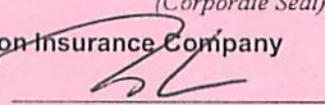
Hudson Insurance Company

Signature: 

Name

and Title: V. Pres

*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: 

Name

and Title: Todd A. Schaap  
Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party:)*

Shorewest Surety Services, Inc.

2626 49th Drive

Franksville, WI 53126

(262)835-9649

§ 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 Section 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 Section 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,

- .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
- .2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 Section 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 request 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 "labor, materials or equipment" that part of 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:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

Company:

*(Corporate Seal)*

SURETY

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

KINGK-1 OP ID: BT

DATE (MM/DD/YYYY)  
01/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER First Gabrielson Agency P.O. Box 223 5 4th Avenue South Clear Lake, IA 50428 Steve Eastman	CONTACT NAME: <b>Steve Eastman</b>	
	PHONE (A/C, No., Ext): <b>641-357-6117</b>	FAX (A/C, No.): <b>641-357-6587</b>
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>IMT Insurance Company</b>		<b>14257</b>
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **King Construction, Inc**  
**1205 Oak St**  
**Iowa Falls, IA 50128**

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

IR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBSCRIBER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		GLX5920	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
<input checked="" type="checkbox"/>	ANY AUTO	<input checked="" type="checkbox"/>		CVX6920	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS	<input checked="" type="checkbox"/>					BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB			UCX5920	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						AGGREGATE \$ 2,000,000
	DEP						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A	WWX5920	12/01/2013	12/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 800,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 OBJECT: CLEAR LAKE CITY HALL POLICE DEPT GENERATOR REPLACEMENT & ELECTRICAL  
 GRADE PROJECT#: 11012-1

CERTIFICATE HOLDER  CITY OF CLEAR LAKE PO BOX 185 CLEAR LAKE, IA 50428	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steve Eastman

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF" 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 as follows:

RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF

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

That after full consideration of the final schedule of assessments and accompanying plat showing the assessments proposed to be made for the construction of the S 20th Street (Main Avenue - 2nd Avenue South) Intersection & Storm Sewer Project, Clear Lake, Iowa, within the City, under contract with Yohn Co. of 309 S. 20th Street, Clear Lake, Iowa 50428, which final plat and schedule was filed in the office of the Clerk on the 28th day of January, 2014; said assessments are hereby corrected by making the following changes and reductions:

NAME OF PROPERTY	PROPOSED	PROPOSED FINAL	CORRECTED FINAL	CORRECTED FINAL
OWNER AND DESCRIPTION OF PROPERTY	PROPOSED FINAL ASSESSMENT	CONDITIONAL DEFICIENCY, IF ANY	CORRECTED FINAL ASSESSMENT	CONDITIONAL DEFICIENCY, IF ANY

BE IT FURTHER RESOLVED, that the said schedule of assessments and accompanying plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of 25% of the value of the same.

BE IT FURTHER RESOLVED, that said assessments of \$500.00 or more shall be payable in ten (10) equal annual installments and shall bear interest at the rate of nine (9%) percent per annum, the maximum rate permitted by law, from the date of the acceptance of the improvements; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2014; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the date of the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer of Cerro Gordo County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final plat and schedule to the County Treasurer of Cerro Gordo County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in the "Clear Lake Mirror Reporter", a newspaper printed wholly in the English language, published in the City, and of general circulation in the City of Clear Lake, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment

Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under Code Section 384.63 for the amortization period specified by law.

The Clerk is authorized and directed to ascertain the amount of assessments remaining unpaid after the thirty day period against which improvement bonds may be issued and to proceed on behalf of the City with the sale of said bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this 3rd day of February, 2014.

---

Mayor

ATTEST:

---

City Clerk











RESOLUTION No. \_\_\_\_\_

A RESOLUTION ACCEPTING WORK

WHEREAS, on August 6, 2012 the City of Clear Lake, Iowa, entered into a contract with Vieth Construction Corporation, of Cedar Falls, Iowa for the construction of The Surf District – North Shore Drive Streetscape Improvement Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as The Surf District – North Shore Drive Streetscape 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 January 29, 2014:

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 \$211,306.94.

PASSED AND APPROVED this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
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  
THE SURF DISTRICT – NORTH SHORE DRIVE STREETScape  
IMPROVEMENT PROJECT**

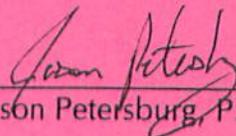
January 29, 2014

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of The Surf District – North Shore Drive Streetscape Improvement Project as performed by Vieth Construction Corporation has been performed.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the plans, specifications, and that the total value of completed work is two hundred eleven thousand three hundred six and 94/100 Dollars (\$211,306.94). The portions of the project not in compliance with the plans and specifications have been documented and price adjusted with Change Order No. 1.

**VEENSTRA & KIMM, INC.**

**Accepted: CITY OF CLEAR LAKE**

By:   
Jason Petersburg, P.E.

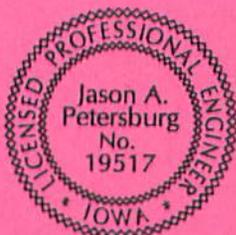
By: \_\_\_\_\_  
Scott Flory

Title: Project Engineer

Title: City Administrator

Date: 1-29-14

Date: \_\_\_\_\_



city

**VEENSTRA & KIMM, INC.**  
*CONSTRUCTION CORPORATION*

Shore Creek Office Building  
 2800 Fourth Street, Suite 9  
 Mason City, Iowa 50401  
 Ph. 641-421-4000 Fax: 641-366-0111



City of Clear Lake

Date: 1/27/14

Project Title: The Surf District - North Shore Drive Streetscape Improvement Project

Original Contract Amount: \$243,771.25

Contract Date: August 6, 2012

Contractor: Viebh Construction Corporation  
 Cedar Falls, IA  
 June 24 - August 16, 2011

**APPLICATION FOR PAYMENT NO. 5**

ITEM NO.	ITEM CODE	ITEM	UNIT	CONTRACT QUANTITIES		CONTRACT PRICES		QUANTITY COMPLETE		VALUE COMPLETED		TOTAL VALUE COMPLETED
				DIVISION 1 Participating	DIVISION 2 Non-Participating	UNIT PRICE	EXTENDED PRICE	DIVISION 1 Participating	DIVISION 2 Non-Participating	DIVISION 1 Participating	DIVISION 2 Non-Participating	
0010	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	462.0		\$ 18.00	\$ 8,316.00	462.0		\$ 8,316.00	\$ -	\$ 8,316.00
0020	2105-8425005	TOPSOIL FURNISH AND SPREAD	CY	9		\$ 110.00	\$ 990.00	9		\$ 990.00	\$ -	\$ 990.00
0030	2115-0100000	MODIFIED SUBBASE	CY	413		\$ 36.00	\$ 14,868.00	388		\$ 13,968.00	\$ -	\$ 13,968.00
0040	2101-1031070	STANDARD OR SIPP FORM PCC PAVEMENT, C.I.C. CL 3, 7" THICK	SY	227		\$ 45.25	\$ 10,271.75	227		\$ 10,271.75	\$ -	\$ 10,271.75
0050	2101-6911722	PCC PAVEMENT SAMPLES	LS	1		\$ 550.00	\$ 550.00	0		\$ -	\$ -	\$ -
0060	2103-40021500	HMA, 300,000 ESAL, 1/2" MIX, NO SPC1 FRICTION	TON	30.00		\$ 300.00	\$ 9,000.00	30.82		\$ 9,246.00	\$ -	\$ 9,246.00
0070	2303-0245928	ASPHALT BINDER, PG 58-28	TON	1.80		\$ 650.00	\$ 1,170.00	1.76		\$ 1,144.00	\$ -	\$ 1,144.00
0080	2402-0425031	GRANULAR BACKFILL	TON	100		\$ 33.00	\$ 3,300.00	0		\$ -	\$ -	\$ -
0090	2435-0250100	INTAKE, SW-501	EACH	2		\$ 2,900.00	\$ 5,800.00	2		\$ 5,800.00	\$ -	\$ 5,800.00
0100	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	4		\$ 550.00	\$ 2,200.00	2		\$ 1,100.00	\$ -	\$ 1,100.00
0110	2415-0600110	INTAKE ADJUSTMENT, MINOR	EACH	2		\$ 650.00	\$ 1,300.00	2		\$ 1,300.00	\$ -	\$ 1,300.00
0120	2502-8212306	SUBDRAIN, STANDARD, PERFORATED, 6" AS PER PLAN	LF	527		\$ 12.00	\$ 6,324.00	527		\$ 6,324.00	\$ -	\$ 6,324.00
0130	2503-0114212	SUBRAIN OUTLET (RF-19C)	LF	22		\$ 240.00	\$ 5,280.00	0		\$ -	\$ -	\$ -
0140	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 20000, 12"	LF	22		\$ 93.00	\$ 2,046.00	16		\$ 1,488.00	\$ -	\$ 1,488.00
0150	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 20000, 15"	LF	30		\$ 76.00	\$ 2,280.00	22		\$ 1,672.00	\$ -	\$ 1,672.00
0160	2503-0200036	REMOVAL OF STORM SWR PIPE 1E 36"	LF	10		\$ 188.00	\$ 1,880.00	2		\$ 376.00	\$ -	\$ 376.00
0170	2510-6745850	REMOVAL OF PAVEMENT	SY	15		\$ 68.00	\$ 1,020.00	15		\$ 1,020.00	\$ -	\$ 1,020.00
0180	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	SY	509		\$ 13.50	\$ 6,871.50	509		\$ 6,871.50	\$ -	\$ 6,871.50
0190	2511-6745900	REMOVAL OF SIDEWALK	SY	391		\$ 10.00	\$ 3,910.00	1		\$ 10.00	\$ -	\$ 10.00
0200	2511-2526004	SIDEWALK, PCC, 4" THICK	SY	37		\$ 54.00	\$ 2,000.00	36		\$ 1,944.00	\$ -	\$ 1,944.00
0210	2511-2526006	SIDEWALK, PCC, 6" THICK	SY	46		\$ 64.00	\$ 2,944.00	29		\$ 1,856.00	\$ -	\$ 1,856.00
0220	2511-2528101	DETECTABLE WARNINGS	SF	108		\$ 54.00	\$ 5,832.00	101		\$ 5,454.00	\$ -	\$ 5,454.00
0230	2512-1725256	CURB AND GUTTER, PCC, 2.5" WIDE	LF	310		\$ 22.00	\$ 6,820.00	310		\$ 6,820.00	\$ -	\$ 6,820.00
0240	2518-6910000	SAFETY CLOSURE	LF	2		\$ 110.00	\$ 220.00	2		\$ 220.00	\$ -	\$ 220.00
0250	2523-0000100	LIGHTING POLES	EACH	6.0		\$ 4,000.00	\$ 24,000.00	6.0		\$ 24,000.00	\$ -	\$ 24,000.00
0260	2523-0000310	HANDHOLES AND JUNCTION BOXES	EACH	6.0		\$ 350.00	\$ 2,100.00	6.0		\$ 2,100.00	\$ -	\$ 2,100.00
0280	2523-0000400	CONTROL CABINET	EACH	1		\$ 15,800.00	\$ 15,800.00	1		\$ 15,800.00	\$ -	\$ 15,800.00
0290	2523-4980005	MOBILIZATION	LS	1.0		\$ 2,600.00	\$ 2,600.00	1.0		\$ 2,600.00	\$ -	\$ 2,600.00
0300	2523-8445110	TRAFFIC CONTROL	LF	1.0		\$ 15,500.00	\$ 15,500.00	1.0		\$ 15,500.00	\$ -	\$ 15,500.00
0310	2522-0000210	TRENCH FOUNDATION	TON	40		\$ 46.00	\$ 1,840.00	0		\$ -	\$ -	\$ -
0320	2522-0000100	TRENCH COMPACTING	LS	1		\$ 3,600.00	\$ 3,600.00	1		\$ 3,600.00	\$ -	\$ 3,600.00
0330	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	EACH	6		\$ 850.00	\$ 5,100.00	3		\$ 2,550.00	\$ -	\$ 2,550.00
0340	2599-9999005	TYPE CONNECTION	EACH	4		\$ 125.00	\$ 500.00	2		\$ 250.00	\$ -	\$ 250.00
0350	2599-9999005	INLET PROTECTION	EACH	992.0		\$ 1,500.00	\$ 1,485.00	4		\$ 6,000.00	\$ -	\$ 6,000.00
0360	2599-9999005	TRIEE GRADE	LF	320		\$ 9.00	\$ 2,880.00	992		\$ 3,968.00	\$ -	\$ 3,968.00
0370	2599-9999009	ELECTRICAL CIRCUIT, CIRCUITS 1A-1, 1A-2, 1B-1, & 1B-2	LF	25		\$ 37.00	\$ 925.00	8		\$ 296.00	\$ -	\$ 296.00
0380	2599-9999009	ELECTRICAL CIRCUIT, CIRCUITS 1A-3, 1A-4, 1A-5, 1B-3, 1B-4, & 1B-5	LF	50		\$ 20.00	\$ 1,000.00	50		\$ 1,000.00	\$ -	\$ 1,000.00
0390	2599-9999009	ELECTRICAL CIRCUIT, CIRCUITS C	LF	495		\$ 16.75	\$ 8,291.25	409		\$ 6,838.25	\$ -	\$ 6,838.25
0400	2599-9999009	PAVER EDGE RESTRAINT, TYPE A	LF	377		\$ 21.50	\$ 8,102.50	363		\$ 7,804.50	\$ -	\$ 7,804.50
0410	2599-9999014	BRICK PAVEMENT SIDEWALK	SF	2,351		\$ 6.25	\$ 14,693.75	2,361		\$ 14,768.75	\$ -	\$ 14,768.75
0420	2599-9999014	BRICK PAVEMENT SIDEWALK, SUPPLY ONLY	SF	1,725		\$ 3.00	\$ 5,175.00	1,120		\$ 3,360.00	\$ -	\$ 3,360.00
0430	2599-9999014	PCC SIDEWALK, 4" THICK, COLORED AND STAMPED	SF	2,137		\$ 3.50	\$ 7,479.50	2,361		\$ 8,270.50	\$ -	\$ 8,270.50
0440	2601-21619010	SODDING	SQ	430		\$ 16.00	\$ 6,880.00	308		\$ 4,928.00	\$ -	\$ 4,928.00
0450	2601-0000120	TREES	SQ	0.56		\$ 550.00	\$ 308.00	0.56		\$ 308.00	\$ -	\$ 308.00
0460	2401-6245356	REMOVAL OF CONCRETE FOTTINGS OF LIGHT POLES	EACH	4		\$ 500.00	\$ 2,000.00	4		\$ 2,000.00	\$ -	\$ 2,000.00
0470	2401-6245365	REMOVAL OF LIGHT POLES	EACH	2		\$ 425.00	\$ 850.00	2		\$ 850.00	\$ -	\$ 850.00
0480	2599-9999014	REMOVAL OF BRICK PAVERS	SF	574		\$ 400.00	\$ 231,600.00	574		\$ 231,600.00	\$ -	\$ 231,600.00
0483	2599-9999014	REMOVAL OF BRICK PAVERS	SF	574		\$ 1.50	\$ 861.00	574		\$ 861.00	\$ -	\$ 861.00

**VEENSTRA & KIMM, INC.**

Consulting Engineers

Stone Creek Office Building  
2800 Fourth Street, Suite 9  
Mason City, Iowa 50401  
Ph: 641-421-6006 Fax: 641-380-0311

City of Clear Lake

Date: 1/27/14

Project Title: The Surf District - North Shore Drive Streetscape Improvement Project

Original Contract Amount: \$243,773.25

Contract Date: August 6, 2012

Contractor: Veith Construction Corporation

601 Cedar Falls, IA

Pay Period: June 24 - August 16, 2013



APPLICATION FOR PAYMENT NO. 5

ITEM NO.	ITEM CODE	ITEM	UNIT	CONTRACT QUANTITIES		CONTRACT PRICES		QUANTITY COMPLETE		VALUE COMPLETE		TOTAL VALUE COMPLETED
				DIVISION 1	DIVISION 2	UNIT PRICE	EXTENDED PRICE	DIVISION 1	DIVISION 2	DIVISION 1	DIVISION 2	
				Participating	Non-Participating			Participating	Non-Participating	Participating	Non-Participating	
7001	2115-0100000	ITEM 0300 MODIFIED SUBBASE	CY			\$ 36.00						
7002	2511-7316004	ITEM 02100 SIDEWALK, PCC, 4" THICK	SY			\$ 54.00		-25				
7003	2511-7326006	ITEM 02200 SIDEWALK, PCC, 6" THICK	SY			\$ 64.00		-1				
7004	2601-2639010	ITEM 04700 SODDING	SY			\$ 550.00		-17				
8001	2512-1725256	CURB AND GUTTER, PCC, 2.5' WIDE - ALIGNMENT DEFICIENCIES	LF			\$ (7.70)		9.64			\$ 5,302.00	\$ 5,302.00
8002	2512-1725256	CURB AND GUTTER, PCC, 2.5' WIDE - LATE SAWCUT	LF			\$ (1.30)		182			\$ (1,401.40)	\$ (1,401.40)
8003	2599-9999009	PAVER EDGE RESTRAINT, TYPE A - WORKMANSHIP DEFICIENCIES	LF			\$ (5.87)		91			\$ (530.30)	\$ (530.30)
8004	2599-9999009	PAVER EDGE RESTRAINT, TYPE B - WORKMANSHIP DEFICIENCIES	LF			\$ (7.53)		174			\$ (1,310.62)	\$ (1,310.62)
8005	2435-0660010	INTAKE ADJUSTMENT MINOR - WORKMANSHIP DEFICIENCIES	EA			\$ (650.00)		191			\$ (124,050.00)	\$ (124,050.00)
8006	2512-1725256	CURB & GUTTER, PCC, 2.5' WIDE - DRAINAGE DEFICIENCIES	LF			\$ (22.00)		2			\$ (44.00)	\$ (44.00)
8998	6100-1108010	LIQUIDATED DAMAGES	EA			\$ (500.00)		66			\$ (33,000.00)	\$ (33,000.00)
								22			\$ (11,000.00)	\$ (11,000.00)
<b>TOTAL STP - E - 137206100-00-17</b>							\$ 243,773.25				\$ 197,955.94	\$ 211,306.94





**VEENSTRA & KIMM, INC.**  
A Professional Corporation

Stone Creek Office Building  
2800 Fourth Street, Suite 9  
Mason City, Iowa 50401  
PH: 641-421-8008 FAX: 641-389-0113



Date: 1/27/14

**APPLICATION FOR PAYMENT NO. 6 - FINAL**

Project Title: The Surf District - North Shore Drive Streetscape Improvement Project

Original Contract Amount: \$243,773.25

Contract Date: August 6, 2012

Contractor: Veith Construction Corporation  
Cedar Falls, IA  
Pay Period: August 17, 2013 - January 27, 2014

ITEM NO.	ITEM CODE	ITEM	UNIT	CONTRACT QUANTITIES		CONTRACT PRICES		STP-E-1372/618-BV-17 QUANTITY COMPLETE		VALUE COMPLETED		TOTAL VALUE COMPLETED
				DIVISION 1 Participating	DIVISION 2 Non-Participating	UNIT PRICE	EXTENDED PRICE	DIVISION 1 Participating	DIVISION 2 Non-Participating	DIVISION 1 Participating	DIVISION 2 Non-Participating	
7001	2115-0100000	(ITEM 030) MODIFIED SUBBASE	CY									
7002	2511-7526004	(ITEM 0210) SIDEWALK, PCC, 4" THICK	SY			\$ 36.00		-25				
7003	2511-7526006	(ITEM 0220) SIDEWALK, PCC, 6" THICK	SY			\$ 54.00		-1				
7004	2601-2639010	(ITEM 0470) SODDING	SY			\$ 64.00		-17				
8001	2512-1725256	CURB AND GUTTER, PCC, 2.5' WIDE - ALIGNMENT DEFICIENCIES	LF			\$ 550.00		9.64				\$ 5,302.00
8002	2512-1725256	CURB AND GUTTER, PCC, 2.5' WIDE - LATE SAWCUT	LF			\$ 17.70		182				\$ (1,401.40)
8003	2599-9999009	PAVER EDGE RESTRAINT, TYPE A - WORKMANSHIP DEFICIENCIES	LF			\$ (3.30)		91				\$ (300.30)
8004	2599-9999009	PAVER EDGE RESTRAINT, TYPE B - WORKMANSHIP DEFICIENCIES	LF			\$ (5.87)		174				\$ (1,021.38)
8005	2435-0660010	INTAKE ADJUSTMENT, MINOR - WORKMANSHIP DEFICIENCIES	EA			\$ (7.53)		191				\$ (1,438.23)
8006	2512-1725256	CURB & GUTTER, PCC, 2.5' WIDE - DRAINAGE DEFICIENCIES	LF			\$ (650.00)		2				\$ (1,300.00)
8998	6200-1108010	LIQUIDATED DAMAGES	EA			\$ (22.00)		66				\$ (1,452.00)
				TOTAL STP - E - 1372/618-BV-17			\$ 243,773.25					\$ 197,955.94
												\$ 13,351.00
												\$ 211,306.94



CLAIM FOR MATERIAL OR LABOR PURSUANT TO  
IOWA CODE CHAPTER 573

To: City of Clear Lake  
15 N. 6<sup>th</sup> Street  
Clear Lake, IA 50428

Project: The Surf District – North Shore Drive  
Streetscape Project  
Clear Lake, IA

Project No.: STP-E-1372(618)--8V-17

Claimant:

Cyclone Steel & Supplies, Inc.  
P.O. Box 1135  
Mason City, IA 50401

General Contractor:

Vieth Construction Corporation  
6419 Nordic Drive  
Cedar Falls, IA 50013

Pursuant to Iowa Code Chapter 573, Cyclone Steel & Supplies, Inc. files a claim against the City of Clear Lake, IA ("Owner"), and against the retainage held on the above-described Project pursuant to Iowa Code Chapter 573. This claim is for labor, services, materials, and/or transportation provided to the above-described Owner with respect to the above-described Project. **The total amount owing Claimant for such labor, services, materials, and/or transportation is \$12,470.84.**

Pursuant to Iowa Code Section 573.7, attached hereto as **Exhibit A**, and incorporated herein by reference, is an itemized, written statement of the labor, services, materials, and/or transportation for which Claimant makes a claim.

SWORN STATEMENT

State of Iowa                    )  
                                          )SS:  
County of Cerro Gordo        )

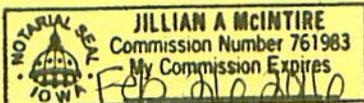
I, Leland J. Foster, Vice President for the above-described Claimant, being first duly sworn, do hereby depose and state under penalty of perjury, that, to the best of my knowledge and belief, the itemization attached hereto as **Exhibit A** is true, complete, and accurate, that the statements set forth in this Claim For Material or Labor Pursuant to Iowa Code Chapter 573 are true and correct, and that, accounting for all payments, credits, debits, and charges with respect to the above-described Project, the above-described Owner/Contractor/Subcontractor is indebted to Claimant, pursuant to Claimant's contract with such Owner/Contractor/Subcontractor, in the amount of **\$12,470.84**.

I further state and certify that all labor and material furnished to the Project that forms a basis of this Claim For Material or Labor Pursuant to Iowa Code Chapter 573 was ordered by the above-described Owner/Contractor/Subcontractor and the above-described Owner/Contractor/Subcontractor was notified that Claimant provided the materials that form a basis of this Claim for Material or Labor Pursuant to Iowa Code Chapter 573 within thirty (30) days after the Claimant provided such material.

Subscribed and sworn to before me on this 24<sup>th</sup> day of June 2018.



Jillian A. McIntire  
Notary Public State of Iowa



# CYCLONE STEEL & SUPPLIES, INC.

P.O. BOX 1135 MASON CITY, IOWA 50402

WILLIAM: (641) 210-5318 CELL  
mcmohawk84@yahoo.com

LELAND: (641) 210-5023 CELL  
ljfoss2005@yahoo.com

cyclonesteel@yahoo.com

VOUCHER NO.: 3  
 PROJECT: STP-E—1372(618) – 8V-17  
 DATE: 06/11/13  
 CONTRACTOR: VIETH CONSTRUCTION CORPORATION  
 CUT OFF DATE: 11/30/12  
 INVOICE DUE: UPON RECEIPT

Item No.	Description of Item	Quantity	Units	Unit Price	Amount
4	PCC Pavemnet 7"	227	SY	\$42.00	\$9,534.00
21	4" PCC SIDEWALK	37	SY	\$50.00	\$1,850.00
22	6" PCC SIDEWALK	46	SY	\$59.00	\$2,714.00
23	DETECTABLE WARNINGS	108	SF	\$30.00	\$3,240.00
24	CURB AND GUTTER	310	LF	\$20.00	\$6,200.00
30	MOBILIZATION	1	Lump Sum	\$500.00	\$500.00
	EXTRAS AS PER JOHN				
	WEST SIDEWALK REPLACEMENT (READY MIX ONLY)	1	Lump Sum	\$748.00	\$748.00
	DIFFERENCE IN M-4 AND C-4	33.75	CY	\$15.00	\$506.25
	SMALL LOAD CHARGE	1	Lump Sum	\$70.00	\$70.00
	Deductions:				
	ADVANCE PAYMENT	1	Lump Sum	\$7,000.00	-\$7,000.00
	CEMSTONE PAYMENTS (TOTAL)	1	Lump Sum	\$5,618.41	-\$5,618.41
	Non-compliance	1	Lump Sum	\$273.00	-\$273.00
	<b>Invoice Due Upon Reciept</b>				
	<b>TOTAL</b>				<b>\$25,362.25</b>

TOTAL EARNED TO DATE \$25,362.25  
 Retention Percentage 3% \$0.00

Total Less Retention \$25,362.25  
 Total Previous Payments -\$12,891.41

Amount Due this Estimate \$12,470.84

**BALANCE DUE** **\$12,470.84**

RESOLUTION NO. \_\_\_\_\_

To fix a date of meeting at which it is proposed to approve a Development Agreement, including annual appropriation tax increment payments in an amount not to exceed \$7,300,000

WHEREAS, the City of Clear Lake, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") in connection with the construction of a 340,000 square foot regional warehouse and distribution center facility; and

WHEREAS, the Development Agreement would provide property tax incentives in the form of annual appropriation incremental property tax payments in an amount not to exceed \$7,300,000, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This Council shall meet on the 17th day of February, 2014 at 6:30 o'clock p.m., at the City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT AND  
AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Clear Lake, Iowa, will meet at the City Hall, on the 17th day of February, 2014, at 6:30 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement in connection with the construction of a 340,000 square foot regional warehouse and distribution center facility, which provides for certain property tax incentives in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$7,300,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make annual appropriation incremental property tax payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Clear Lake Consolidated Urban Renewal Area. All payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Clear Lake, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jennifer Larsen  
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved February 3, 2014.

\_\_\_\_\_  
Mayor

Attest:

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