

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, DUE TO
COVID-19, THIS MEETING WILL BE A
TELEPHONIC MEETING AND ONLY IN
PERSON FOR PARTICIPANTS REGARDING
THE AGENDA ITEM ~ THE PUBLIC MAY
DIAL IN TO PARTICIPATE: 1-408-418-9388
ACCESS CODE: 24570177
JULY 6, 2020
5:00 PM**



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

AGENDA

- A. Pledge of Allegiance
- B. Consideration of Changes in Agenda and Setting the Agenda
- C. Disclosure by City Council Members
- 1. Hear the Public
- 2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
 - C. Motion Authorizing a Civil Service Patrol Officer Eligibility List
 - D. SLPD City Code Enforcement Summary
- 3. Motion to Approve Professional Engineering Services with ISG for Storm Lake Lift Station Evaluation and Capital Improvement Plan
- 4. Resolution No. 01-R-2020-2021 Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
- 5. Resolution No. 02-R-2020-2021 Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance and levying a tax to pay the note.
- 6. Public Hearing for the 2020 Expansion Boulevard Improvements – Pavement Rehabilitation Project, Plans, Specifications, and Form of Contract
- 7. Resolution No. 03-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract For The 2020 Expansion Boulevard Improvements – Pavement Rehabilitation Project
- 8. Motion Setting the Public Hearing for the 2020 Expansion Boulevard Hydrant Improvements Plans, Specifications, and Form of Contract
- 9. Motion Approving Professional Services Agreement with Bolton & Menk for the 2021 CIPP Sanitary Sewer Improvements Project
- 10. Public Hearing for the Tulip Lane Stormwater Improvement Project, Plans, Specifications, and Form of Contract
- 11. Resolution No. 04-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of

Cost, Bid And Award Contract For The Tulip Lane Stormwater Improvement Project

12. **Motion to Approve Intersection Improvement Agreement**
13. **Commercial Garbage Work Session**
14. **City Council Requested Items**
15. **Hearing to Appeal City Manager's Decision Determining a Certain German Shepard Dog to be a Vicious Animal Pursuant to Section 8-9-7 of the Storm Lake, Iowa Code**
16. **Council Decision Regarding the Appeal on City Manager's Decision for Vicious Animals Pursuant to Section 8-9-7**
17. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

**If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.*

***Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*



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Staff Summary

7/6/2020

Agenda Item # B.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

7/6/2020

Agenda Item # C.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

7/6/2020

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the June 15, 2020 City Council Minutes
- Approve Renewal Liquor Licenses for Pizza Hut, Brew Midtown, El Mexicano and Hy-Vee
- Acknowledge Library Board and Airport Commission June 2020 Minutes
- Approve the Civil Service Patrol Eligibility List
- Approve the following appointments:
 - Robert Ansorge to the Airport Commission - 3 yr. term
 - Dan Richardson to the Civil Service Commission - 4 yr. term
- Approve the Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$1,656,370.42
- King's Pointe & Sunrise Pointe Golf Course Bills - \$81,699.34

The City will receive the following revenues:

- Liquor License Renewal - \$1000.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - June 15, 2020	Minutes
☐ List of Bills	List of Bills

King's Pointe and Golf Course List of Bills	List of Bills
Airport Minutes - June 2020	Minutes
Library Board June 2020 Minutes	Minutes
Airport Commission Application	Application
Civil Service Application	Application
Pizza Hut Liquor Application 2020	Application
Pizza Hut Liquor Report 2020	Backup Material
Brew Midtown Liquor Application 2020	Application
Brew Midtown Liquor Report 2020	Backup Material
El Mexicano Liquor Application 2020	Application
Hy-Vee #1634 Liquor Application 2020	Backup Material
Hy-Vee #1634 Liquor Report 2020	Application

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JUNE 15, 2020 5:00 P.M., DUE TO COVID-19, THIS MEETING WILL BE A TELEPHONIC MEETING ONLY ~ DIAL IN TO PARTICIPATE:
1-408-418-9388 ACCESS CODE: 24570177**

Present via telephone: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney. Absent: Council Member Maria Ramos.

Staff present via telephone: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Mike Jones, Water Quality Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, King's Pointe Manager Mark Clossey, Finance Director Brian Oakleaf, and Deputy City Clerk Nelda Kirkholm. and Staff Accountant Tyler Gibbins.

Media Present via telephone: Dana Larson with The Pilot Tribune and Ryan Thompson with KAYL.

Mayor Porsch called the meeting to order at 5:00 pm.

Pledge of Allegiance

Agenda - Moved by Council Member Ibarra to approve setting the Agenda as presented. Seconded by Council Member Smith. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

Disclosure by City Council Members – None at this time.

Hear the Public – None at this time.

Council Member Ramos entered the telephonic meeting at 5:07 p.m.

Consent Agenda - Moved by Council Member Rice to approve the Consent Agenda which includes list of bills, King's Pointe and Sunrise Pointe disbursements, June 1, 2020 City Council minutes, SLPD Code Enforcement Summary, renewal liquor license for Valentinas, approve the Airport Commission and Library Board May minutes, renewal Cigarette Permits for Casey's Store #3030 and #3679, Fareway, Dyno's, Walgreens, Hy-Vee Food Store, Hy-Vee Fast & Fresh, Sichanh Inc. Asian Food Market, Walmart, Brew Midtown, Al's Liquor, Dollar General, Murphy USA, BW Gas dba Yesway, Brewsters and BLP Pohnpei Market, Storm Lake Code Enforcement Summary and the Storm Lake High School Homecoming parade. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

Final Plat For A Minor Subdivision - Mayor Porsch opened the public hearing for a proposed preliminary and final plat for a minor subdivision by Jerald and Barbara Seiler stating this was the time and place for any comments. Hearing – no comments from the public. Mayor Porsch closed the Public Hearing.

Moved by Council Member Rice to approve the request for a minor subdivision by Jerald and Barbara Seiler. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

Moved by Council Member Ibarra to adopt Resolution No. 87-R-2019-2020 recommendation on a final plat for a minor subdivision. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 87-R-2019-2020

RESOLUTION APPROVING PLAT OF SEILERS SUBDIVISION IN LOT ONE (1), BLOCK ONE (1), BOETTCHERS 2ND ADDITION TO THE CITY OF STORM LAKE, IOWA

WHEREAS, Jerald J. Seiler and Barbara Seiler have presented to the Storm Lake, Iowa Planning and Zoning Commission a proposed Plat of Seilers Subdivision in Lot One (1), Block One (1), Boettchers 2nd Addition to the City Of Storm Lake, Iowa, (hereinafter, the "Plat") which Plat constitutes both the preliminary and final plat;

WHEREAS the Plat has been reviewed and approved by the Storm Lake, Iowa Planning and Zoning Commission, and such Commission has recommended that the City Council of the City of Storm Lake, Iowa approve the Plat;

WHEREAS, the City Council of the City of Storm Lake, Iowa has reviewed the Plat and accompanying documents and found such documents to be acceptable and in compliance with the laws, rules and regulations set forth in the relevant and applicable statutes and ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa as follows:

1. The Plat, the same being comprised of Lots 1B and 1C, is hereby approved.
2. The Mayor and City Clerk are authorized to certify this Resolution and the certification of this Resolution shall be attached to the Plat as provided by Chapter 354 of the Code of Iowa.
3. The platting documents may be filed of record in the appropriate County offices as provided by law.

Passed, approved, and adopted this 15th day of June, 2020.

Michael Porsch, Mayor of the City of Storm Lake, Iowa

ATTEST:

Mayra A. Martinez, City Clerk of the City of Storm Lake, Iowa

\$6,200,000 GO Bond - Mayor Porsch opened the public hearing on the authorization of a loan agreement and the issuance of not to exceed \$6,200,000 General Obligation refunding capital loan notes stating this was the time and place for any comments. Hearing - no comments from the public. Mayor Porsch closed the Public Hearing.

Moved by Council Member Ibarra to adopt Resolution No. 88-R-2019-2020 instituting proceedings to take additional action on not to exceed \$6,200,000 General Obligation refunding capital loan notes. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 88-R-2019-2020

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$6,200,000 GENERAL OBLIGATION REFUNDING
CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$6,200,000 General Obligation Refunding Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA:

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$6,200,000 General Obligation Refunding Capital Loan Notes, for the foregoing essential corporate purposes.

PASSED AND APPROVED this 15th day of June, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

\$8,400,000 GO Bond - Moved by Council Member Ibarra to adopt Resolution No. 89-R-201-2020 directing the acceptance of A proposal to purchase \$8,400,000* (Dollar amount subject to change) taxable General Obligation refunding capital loan notes, Series 2020. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 89-R-2019-2020

RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$8,400,000* TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020

WHEREAS, the City of Storm Lake, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$8,400,000* as authorized by Sections 384.24A and 384.25, Code of Iowa as amended; and

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of Ames National Corporation and subsidiaries of Ames, IA; and the final par amount is \$8,171,000; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated June 12, 2020.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA:

Section 2. That this City Council does hereby accept the attached proposal of Ames National Corporation and subsidiaries of Ames, IA. and takes additional action to permit the entering into of a Loan Agreement.

Section 3. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 15th day of June, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Rice to adopt Resolution No. 90-R-2019-2020 authorizing the redemption of outstanding taxable General Obligation Urban Renewal refunding capital loan notes, Series 2015A, dated May 20, 2015. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 90-R-2019-2020

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING TAXABLE GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015A, OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED MAY 20, 2015, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated May 4, 2015, authorize the issuance of \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, (the "Notes") dated May 20, 2015; and

WHEREAS, the Notes are redeemable in any order of their numbering on June 1, 2020 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that \$5,975,000 be so redeemed on July 22, 2020 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA:

Section 4. That outstanding Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, dated May 20, 2015, in the principal amount of \$5,975,000, be and the same are hereby redeemed as of July 22, 2020.

Section 5. UMB Bank, n.a., in its capacity as assignee of and successor, to Bankers Trust Company, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Notes by ordinary mail, and to notify DTC.

Section 6. The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund such sum as is sufficient to pay all principal and interest on the redeemed Notes to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Notes in accordance with the Continuing Disclosure Certificate for the Notes.

Section 7. That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF NOTES FOR REDEMPTION TO THE HOLDERS OF THE
FOLLOWING DESCRIBED NOTES:

Please take notice that the Notes described below have been called for redemption. Owners of the Notes should present their Notes for payment on the redemption date.

Issuer: City of Storm Lake, State of Iowa

Original Issue Amount: \$6,890,000

Note Issue: Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A

Dated Date: May 20, 2015

Redemption Date: July 22, 2020

Redemption Price: Par, plus accrued interest

Notes Called for Redemption

<u>CUSIP Numbers</u>	<u>Note Numbers</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date June 1st</u>
862182 NW8	5	\$ 240,000	2.500%	2021
862182 NX6	6	\$ 250,000	2.500%	2022
862182 NY4	7	\$ 255,000	2.625%	2023
862182 NZ1	8	\$ 260,000	2.875%	2024
862182 PA4	9	\$ 270,000	3.000%	2025
862182 PB2	10	\$ 280,000	3.125%	2026
862182 PC0	11	\$ 290,000	3.125%	2027
862182 PE6	12	\$ 610,000	3.500%	2029*
862182 PG1	13	\$1,085,000	3.750%	2031*
862182 PJ5	14	\$1,170,000	3.875%	2033*
862182 PL0	15	\$1,265,000	4.000%	2035*

*Term Notes

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Notes.

The above Notes should be presented to UMB BANK, N.A., West Moines, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

UMB BANK, N.A., West Des Moines, Iowa

(End of Notice)

PASSED AND APPROVED this 15th day of June, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Ibarra to adopt Resolution No. 91-R-2019-2020 authorizing the redemption of outstanding taxable General Obligation Urban Renewal refunding capital loan notes, Series 2015B, dated June 2015. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 91-R-2019-2020

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING TAXABLE
GENERAL OBLIGATION ANNUAL APPROPRIATION URBAN RENEWAL
REFUNDING CAPITAL LOAN NOTES, SERIES 2015B, OF THE CITY OF STORM
LAKE, STATE OF IOWA, DATED JUNE 5, 2015, AND DIRECTING NOTICE BE
GIVEN

WHEREAS, the City did by resolution dated May 18, 2015, authorize the issuance of \$3,545,000 Taxable General Obligation Annual Appropriation Urban Renewal Refunding Capital Loan Notes, Series 2015B, (the "Notes") dated June 5, 2015; and

WHEREAS, the Notes are redeemable in any order of their numbering on June 1, 2020 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that \$2,080,000 be so redeemed on July 22, 2020 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA:

Section 8. That outstanding Taxable General Obligation Annual Appropriation Urban Renewal Refunding Capital Loan Notes, dated June 5, 2015, in the principal amount of \$2,080,000, be and the same are hereby redeemed as of July 22, 2020.

Section 9. UMB Bank, n.a., in its capacity as assignee of and successor to Bankers Trust Company, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Notes by ordinary mail, and to notify DTC.

Section 10. The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund such sum as is sufficient to pay all principal and interest on the redeemed Notes to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Notes in accordance with the Continuing Disclosure Certificate for the Notes.

Section 11. That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF NOTES FOR REDEMPTION TO THE HOLDERS OF THE
FOLLOWING DESCRIBED NOTES:

Please take notice that the Notes described below have been called for redemption. Owners of the Notes should present their Notes for payment on the redemption date.

Issuer: City of Storm Lake, State of Iowa

Original Issue Amount: \$3,545,000

Note Issue: Taxable General Obligation Annual Appropriation Urban Renewal Refunding
Capital Loan Notes, Series 2015B

Dated Date: June 5, 2015

Redemption Date: July 22, 2020

Redemption Price: Par, plus accrued interest

Notes Called for Redemption

<u>CUSIP Numbers</u>	<u>Note Numbers</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date June 1st</u>
862182 PS5	6	\$315,000	3.25%	2021
862182 PT3	7	\$330,000	3.50%	2022
862182 PU0	8	\$340,000	3.75%	2023
862182 PV8	9	\$350,000	4.00%	2024
862182 PX4	10	\$745,000	4.25%	2026*

*Term Notes

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Notes.

The above Notes should be presented to UMB BANK, N.A., West Moines, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

UMB BANK, N.A., West Des Moines, Iowa

(End of Notice)

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CDBG Housing Program – 2020 - Moved by Council Member Ibarra to adopt Resolution No. 92-R-2019-2020 waiving the building permit fee for the CDBG Housing Sustainability Program – 2020. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried

RESOLUTION NO. 92-R-2019-2020

RESOLUTION AUTHORIZING THE WAIVER OF PERMIT FEES FOR THE SIX HOMES UNDER THE 2020 CDBG HOUSING SUSTAINABILITY PROGRAM

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

That the City Council hereby authorizes waving the permit fees for the homes under the 2020 CDBG Housing Sustainability Program

PASSED AND APPROVED this 15th day of June, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Work Session – King’s Pointe Update: King’s Pointe Manager, Mark Clossey, reviewed with City Staff and City Council the procedures the Resort is following to re-open the Water Park. Mark Clossey recommends the Resort to have a soft opening on June 28, 2020 for only the pools to review their procedures of cleaning and disinfecting the areas. For the soft opening, only non-alcoholic drinks will be sold along with healthy snacks. He recommends that they change their hours for use to be 11:00 a.m. to 6:00 p.m. and all the staff will follow CDC rules for Covid19. Staff will have their temperatures taken, wear masks, gloves for disinfecting, clean hourly and record the date and time they cleaned the areas. Hand sanitizing stations have been installed and tables and chairs are set 6 feet apart. They are still working on procedures for sanitizing the slides. They will ask that anyone not using the pools to sit outside the fenced in areas. They will offer swimming lessons and the pool fee is \$12.00 per day. Parents must sign their children in at the door and a waiver will be required to sign before they can use the pools. The Resort can allow 250 people in the pools and 500 people throughout the areas. The Resort will then officially open the pools and slides on July 3, 2020. Announcements of their openings will be made via Facebook, ads and the King’s Pointe website. Council Members talked about their concerns of the pools and slides opening. Council Members Smith, McKinney, Ibarra and Rice agree that the pools and slides should open and would be a safe place to use as there will be guidelines in place for the safety of the customers. Council Member Ramos feels that it is still too early to open due to our high number of reported cases of Covid-19. Mark Clossey reiterated that they are following all of the Governor’s protocols along with following the CDC’s guidelines.

City Council Requested Items – None at this time

Closed Session – Moved by Council Member Ibarra to go into closed session at 5:50 p.m. reference Iowa Code Chapter 21.5 (c). Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

Attendance in closed session: Ibarra, Rice, McKinney, Ramos, Smith, Porsch, Navratil, Havens and Kirkholm

Moved by Council Member Ibarra to move to return to open session at 6:05 pm. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion Carried.

Adjourn - Moved by Council Member Ibarra to adjourn at 6:11 pm. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake, IA

Payment Date Range: 06/18/2020 - 07/08/2020



Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Alta Implement Company, Inc	001288	Mower Blade	168.00
Buena Vista County Attorney	001144	Forfeiture of Case #19-055174	1,047.45
Buena Vista County Recorder	001549	Lot "C" Recording	22.00
Buena Vista County Solid Waste	001035	1st Quarter FY2021 Assessment	87,721.44
Buena Vista Rifle and Pistol Club	001010	FY2021 Professional Dues- SLPD	800.00
Mike's Electronics Inc	001196	Basin VFD Repairs	2,252.62
		BVC Total:	92,011.51
Contract/Agreement			
Bainbridge Construction LLC	001807	Pay #1 of 4th & Oats SW Project	337,629.53
Bolton & Menk, Inc	001024	Field Data & Prelim Design	36,435.13
Emmons & Olivier Resources, Inc	001123	Kickoff Services	419.50
John Healy	001020	Pay Request #3 of KP Condo Entrance Road	110,078.88
Smith Concrete Service Inc	001134	Concrete	13,891.75
Spring Lake Construction	001792	Pay Request #4 of WWTP Wetlands	75,908.59
Storm Lake Community School District	001028	4th & Oats "Lot C" Purchase	101,361.55
		Contract/Agreement Total:	675,724.93
Local			
A & A Automotive	001022	New Tire	150.33
Arctic Glacier International Inc	001082	Ice	128.32
Arnold Motor Supply, LLP	001007	Supplies	873.49
Bomgaars Supply, Inc	001151	Supplies	1,239.55
Buena Vista Regional Medical Center	001124	Testing Services	202.00
Dan Connell, P.C.	001905	Seiler Subdivision Recording Reimbursement	62.00
Deere Credit, Inc	001188	Mower Deck Repairs	1,228.46
Edwards Storm Lake	001114	Insurance Repairs- P14	2,184.96
Hy-Vee, Inc	001152	2020 ILEA Meals- Escalona	2,926.00
Iowa Office Supply Inc	001037	Office Supplies	40.29
L & G Products, Inc	001099	Seed	624.50
Larson Oil & Distributing Co, Inc	001178	Diesel Fuel- For Generator	1,042.50
Michael P. Reinert	001079	Repairs	618.00
MidAmerican Energy Company	001074	Electric Services	48,339.53
O'Reilly Automotive Inc	001108	Wiper Blades & Supplies	25.99
Plumbing & Heating Wholesale, Inc	001126	Supplies	14.33
Qwest Corporation	001070	Phone Service	205.14
Rebnord Technologies, Inc	001091	Closed Captioning- Council Chambers	238,240.85
Reding's Gravel & Excavating Co., Inc	001132	Rock	2,601.68
Stanton Electric, Inc	001264	Fuses	288.40
Storm Lake Hydraulics Co, Inc	001089	Couplings	38.26
Vetter Equipment	001098	Chain	67.57
Visual Edge Inc	001063	Copier Maintenance Agreement	335.98
WalMart #01-1526	001153	Supplies	83.57
Wiese Plumbing & Heating, Inc	001302	Restroom Repairs	861.24
		Local Total:	302,422.94
Non-Local			
Alpha Wireless Communications	001105	Service Call	146.00
Aurelia Lumber Company Inc	001827	Wood Stakes & Fasteners	293.60
Breanna Nieland	001607	FY2020 Uniforms	230.24
Central Iowa Distributing, Inc	001026	Cleaning Supplies	582.00
CovertTrack Group, Inc	001634	FY2021 Subscription	600.00
Dale Vitito	001061	Equipment	139.94

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Donald P. Diehl	001015	FY2021 Lease Payment Parcel 2, 3, & 4	1,005.00
Doolittle Oil Co, Inc	001579	Chainsaw Fuel	475.20
Eastern Aviation Fuels, Inc	001030	Jet A Fuel	12,772.04
Evertex, Inc	001175	Internet Service	63.79
Foundation Analytical Laboratory, Inc	001100	Testing Services	1,685.35
Hawkins, Inc	001112	Chemicals	5,745.08
Heartland Backflow, Inc	001622	Backflow Testing Service Call	210.00
Iowa Department of Public Safety	001782	2nd Quarter 2020 Warrant System Access	300.00
Iowa Dept of Justice	001350	Forfeiture of Case #19-055174	461.30
Iowa Lakes Corridor Development Corp	001639	FY2021 Membership	37,600.00
Iowa Lakes Regional Water	001073	May 2020 Water Service	65.34
Iowa Law Enforcement Academy	001036	Basic Training- Escalona & Fritz	13,300.00
Iowa League of Cities	001117	Membership Dues	4,549.00
Iowa Prison Industries	001129	Distribution Lockers	999.55
Iowa Stormwater Education Partnership	001208	FY2021 Membership	3,635.00
James M. Sweeney & Associates, Inc	001101	Background Checks	82.30
Jane D. Standley	001408	FY2021 Lease Agreement	1,000.00
Jeff Koenig	001133	Portable Toilet Delivery	163.00
K & J Curb Grinding, Inc	001473	Curb Grinding	1,440.00
Kaleidoscope Marketing	001612	Advertising	472.50
Karl Chevrolet, Inc	001505	Push Bumpers from Accident	1,000.00
Keyword Farms, LLC	001899	Cold Plate Freezer	5,290.00
Midwest Breathing Air, LLC	001365	Quarterly Air Test	761.96
Mississippi Lime Company	001095	Lime	16,799.00
NCL of Wisconsin, Inc	001191	Testing Supplies	276.94
Northwest Iowa League of Cities	001118	FY2021 Membership	75.00
NW Iowa Planning & Development Commi	001102	FY2021 Membership	5,300.00
Pitney Bowes	001182	Postage Machine Agreement	249.99
Praxair Inc	001111	Carbon Dioxide	1,501.36
Qualified Presort Service, LLC	001145	Printing Services	2,474.84
R & R Products, Inc	001299	Gear Motor & Supplies	419.68
Rehab Systems Inc	001332	Vacing of 2 Lift Stations	590.00
Rice Signs LLC	001446	Signs	223.60
Sensus Metering Systems, Inc	001669	FY2021 Software Maintenance	1,949.94
Sherwin Williams Co	001717	Supplies	43.86
Siouxland Turf Products	001131	Chemicals	720.00
SKM, LLC	001416	Aerial 71 Repairs	4,510.74
Steven A Beeck	001083	Window Cleaning Service	29.00
Tyler Technologies, Inc	001084	FY2021 Maintenance Agreement	30,455.18
Underground Location Company	001194	Locate Services	157.50
United Tactical Systems, LLC	001902	Supplies	84.95
UnityPoint Clinic- Occupational Medicine	001315	Testing Services	168.00
UPS	001121	Shipping	30.86
US Peroxide, LLC	001122	Facility Maintenance Agreement	2,250.00
W. W. Grainger, Inc	001085	Lockout Plug	155.68
		Non-Local Total:	163,534.31
Payroll/Refunds			
Alvaro Rodriguez	001901	Reimbursement for Door Entry	229.00
Andrew Allerdings	001369	FY2021 Uniform Allowance	150.00
Christina Medina	001904	2020 COVID Shelter House Refund	80.00
Custodian of Petty Cash	001602	Drawer 7A FY2020 Offage Correction	52.06
Janet McKibbin	001900	2020 COVID Shelter House Refund	80.00
Lara Plaisance	001906	2020 COVID Shelter House Refund	50.00
Maria Valdez Pantoja	001907	2020 COVID-19 Shelter House Refund	80.00
Pom Thi Kavan	001898	FY2021 Uniform Reimbursement	175.36
Randy Weflen	001308	FY2020 Uniforms	141.20
Rhonda Hayes	001587	FY2021 Uniform Allowance	150.00

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Timothy Allen Moize	001897	2020 CDL Reimbursement	38.00
		Payroll/Refunds Total:	<u>1,225.62</u>
		Grand Total:	1,234,919.31

King's Pointe Resort

Claims Publication

From 6/11/2020 to 6/30/2020

Vendor	Description	Amount
ACCO Unlimited Corporation	Supplies	\$ 5,077.20
American Hotel Register Company	Supplies	\$ 545.92
April Kucera	Refund	\$ 220.69
Authnet Gateway	Services	\$ 25.00
BevSpot	Services	\$ 377.80
Bunkers Feed Supply Inc.	Supplies	\$ 389.76
Chad Holder	Refund	\$ 220.69
Cintas Corporation	Supplies	\$ 428.65
Color-ize	Supplies	\$ 1,002.75
COUNSEL	Services	\$ 106.99
CTS Systems, Inc.	Supplies	\$ 143.31
Doll Distributing	Beverages	\$ 1,494.05
ECOLAB	Supplies	\$ 42.79
Feld Fire	Services	\$ 3,902.35
Grainger	Supplies	\$ 278.78
GuestSupply	Supplies	\$ 1,168.90
Harland Clarke	Supplies	\$ 60.68
Heartland Payment Systems	Services	\$ 4,837.69
HyVee	Food	\$ 709.66
Ignacio Torres Lifeguard Training	Refund	\$ 3,150.00
Iowa Dept of Revenue	Taxes	\$ 5,000.00
Jean Myrtue	Refund	\$ 220.69
Jenny Wolfson	Refund	\$ 220.69
Jodi Belcher	Refund	\$ 220.69
Johnson Brothers	Beverages	\$ 981.05
Joni Walquist	Refund	\$ 441.38
Kay Pickhinke	Refund	\$ 220.69
Keith Schmidt	Refund	\$ 294.25
Kristine Brandenberger	Refund	\$ 441.38
KTIV Television Inc.	Advertising	\$ 465.00
Liz Gregg	Refund	\$ 220.69
Lynnette Smith	Refund	\$ 411.95
Martin Brothers	Food	\$ 11,635.14
Melanders	Supplies	\$ 209.99
Michael P. Reinert dba Olsen Welding & Machine	Services	\$ 45.00
Pepsi Beverages Company	Beverages	\$ 247.43
Phillip Chada	Refund	\$ 220.69
Pinnacle Communications	Services	\$ 135.00
Premium Quality Lighting	Supplies	\$ 299.89
Ralna McVinua	Refund	\$ 220.69
Rebnord Technologies, Inc.	Services	\$ 1,500.00
Roxann Beuger	Refund	\$ 294.25
Sceptre Hospitality Resources, LLC	Supplies	\$ 3,845.61
Sherry Singh	Refund	\$ 220.69
Shift4	Services	\$ 63.05
Storm Lake Ace Hardware	Supplies	\$ 4.99
Sysco Iowa, Inc.	Food	\$ 243.20

The Nutting Company, Inc.	Services	\$	200.00
Tollie Turnquist	Refund	\$	441.38
Travel and Transport, Inc.	Services	\$	82.60
Vista Paints	Supplies	\$	38.75
Weigand Omega Management Payroll 6/24/2020	Payroll	\$	28,193.69
Wells Fargo Financial Leasing, Inc.	Services	\$	235.18
			<u><u>\$ 81,699.34</u></u>

**Storm Lake Airport Commission
Regular Meeting - Airport Terminal
Monday, June 8, 2020 4:00 PM**

Present: Commission Members Bob Ansorge, Sara Huddleston, Maxine Lampe and Dan Richardson. Absent: Commissioner Doug White. Others Present: John Bartholomew and Tyler Gibbins

Chairman Bob Ansorge called the meeting to order at 4:07 pm.

Hear the Public – No comments.

Minutes – Moved by Commissioner Lampe to approve the May 11, 2020 Airport Commission Minutes. Seconded by Commissioner Huddleston. Vote: All ayes with Commissioner White absent. Motion carried.

Financial Report – Moved by Commissioner Richardson to approve the financial reports for May 2020. Seconded by Commissioner Lampe. Vote: All ayes with Commissioner White absent. Motion carried.

Fuel Report – Moved by Commissioner Richardson to approve the May Fuel Report. Seconded by Commissioner Huddleston. Vote: All ayes with Commissioner White absent. Motion carried.

Airport Manager's Monthly Report – Sprayed weeds in cracks around the terminal. Called Olsen Welding to check the antenna tower and they repaired the broken legs on the tower. Called R&R Electric to check the rotating beacon as it quit rotating. Removed parts from Bob Walker's hangar. This hangar needs to be cleaned and the cleaning will be done after the first of the month. Began set up for the calibration fly in.

Courtesy Car Usage: 6 94 Miles
Fuel Meter Reading: Jet A – 472252
AV Gas – 116265.2

Administration Report – Commissioner Maxine Lampe announced that she will no longer sit on the Airport commission after her term expires July 1, 2020. All commission members staff and BFS thanked her for her years of service. Bob Ansorge will continue to chair the airport commission.

Adjourn – Moved by Commissioner Lampe to adjourn the meeting at 4:25 pm. Seconded by Commissioner Richardson. Vote: All ayes with Commissioner White absent. Motion carried

Mayra Martinez, City Clerk



Library Board Meeting, City of Storm Lake, June 8, 2020, 4:00 p.m. by telephonic conference, 1-408-219-9388

Present: Board President Mary Kay Hudspeth, Jim Eliason, Sarah Freking, John Hughes, Sue Lyngaas, Patrick Mullaney and Barb Wells. Also present, Elizabeth Huff, Library Director and Brian Oakleaf, Library Board Treasurer.

Board President Hudspeth called the meeting to order at 4:00 p.m.

Disclosure by Library Board Members – none.

Annual Library Board Treasurer's Report – Brian Oakleaf briefly described the next fiscal year budget to the Trustees. Board Member Lyngaas asked if the roof can be repaired soon. Board Treasurer Oakleaf replied that two other city departments were having roof repairs and it would be less expensive to have the work done at the same time when the bid process was complete.

Approval of Fiscal Year 2020-2021 Budget – Moved by Board Member Lyngaas to approve the Fiscal Year 2020-2012 Budget. Seconded by Board Member Hughes. Roll call vote: all ayes. Motion carried.

Approval of Officers of the Board for Fiscal Year 2020-2021 – Moved by Board Member Mullaney to approve Mary Kay Hudspeth, Board President; Jim Eliason, Board Vice-President and Sue Lyngaas, Board Secretary for the Fiscal Year 2020-2021. Seconded by Board Member Wells. Vote by roll call: all ayes. Motion carried.

Minutes – Moved by Board Member Mullaney to approve May Minutes. Seconded by Board Member Wells. Vote by roll call, all ayes. Motion carried.

Director's Report – The Library's Re-open date is June 16, 2020. The library is almost ready to open with last minute displays, fixture repair and items being moved. The modified summer program contest will begin on June 16, 2020. There were no questions on the Calendar. The WiFi attendance, 7109 was given to the Trustees since it was no available in the Board Packet. Board Member Lyngaas asked if the library needed anything with the remaining budget money. The Library Director assured her that there were items that were needed but the supply chain during COVID-19 had delayed shipments or offered substitute items that staff did not feel confident about. The Library Director will be attending the American Library Association Virtual Conference from June24-26 and will have staff sit with her on certain topics.

Bills – Moved by Board Member Wells to approve June Bills. Seconded by Board Member Lyngaas. Vote by roll call, all ayes. Motion carried.

Adjourn – Moved by Board Member Eliason to adjourn meeting at 4:18 p.m. Seconded by Board Member Hughes. Vote by roll call, all ayes. Motion carried.

Elizabeth Huff, Library Director. Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on July 13, 2020.



BOARD & COMMISSION RENEWAL FORM

Please complete this form and return it to the City Clerk for consideration of re-appointment by Mayor and the Storm Lake City Council

Name: Robert Ansoerge

Current Board/Commission Serving: Airport

☒ Male

☐ Female

Address: 714 Lake Ave

City: Storm Lake State: IA Zip: 50588

Phone Number: 712-660-3845

Cell Phone Number: 712-660-3845

Email Address: bantrock.salie@gmail.com

Preferred Contact Method: phone

Would you like to be re-appointed to the same board/commission if possible? (Yes/No) Yes

Beginning in 2012 Iowa law requires that government appointed boards and/or commissions be gender balanced when and where possible. The City will review all re-appointments for positions based on this state regulation and make re-appointments to comply with that requirement. Should it not be possible to re-appoint you to the same board the City will look at other opportunities to appoint to other boards and/or commissions should you so desire.

Would you like to be appointed to a different board/commission if possible? (Yes/No) No

If you answered "YES" to the question above please identify up to three other boards and/or commissions you would be interested in serving on.

First Choice

Second Choice

Third Choice

City Boards & Commissions with Term Lengths

ADA Compliance Committee (3 Year Terms)
Airport Commission (3 Year Terms)
Band Trustees (3 Year Terms)
Board of Adjustment (5 Year Terms)
Storm Water Advisory (3 Year Terms)
911 Board (No Specified Terms)
Mayor's Committee on Trees, Trails, Parks (1 Year Terms)

Board of Appeals (3 Year Terms)
Cemetery Board (3 Year Terms)
Civil Service Commission (4 Year Terms)
Landfill Commission (3 Year Terms)
Library Board (6 Year Terms)
Mayor's Advisory Committee Parks, Trails, & Urban Forest (3 Year Terms)
Planning & Zoning Commission (3 Year Terms)



BOARD & COMMISSION RENEWAL FORM

Please complete this form and return it to the City Clerk for consideration of re-appointment by Mayor and the Storm Lake City Council

Name:

Dan Richardson

Current Board/Commission Serving:

Civil Service Commission

☒ Male

☐ Female

Address:

17 Vista Drive

City:

Storm Lake

State:

IA

Zip:

50588

Phone Number:

712-299-9868

Cell Phone Number:

712-299-9868

Email Address:

mollysue@mchsi.com

Preferred Contact Method:

Cell

Would you like to be re-appointed to the same board/commission if possible? (Yes/No)

YES

Beginning in 2012 Iowa law requires that government appointed boards and/or commissions be gender balanced when and where possible. The City will review all re-appointments for positions based on this state regulation and make re-appointments to comply with that requirement. Should it not be possible to re-appoint you to the same board the City will look at other opportunities to appoint to other boards and/or commissions should you so desire.

Would you like to be appointed to a different board/commission if possible? (Yes/No)

No

If you answered "YES" to the question above please identify up to three other boards and/or commissions you would be interested in serving on.

First Choice

Second Choice

Third Choice

City Boards & Commissions with Term Lengths

ADA Compliance Committee (3 Year Terms)
Airport Commission (3 Year Terms)
Band Trustees (3 Year Terms)
Board of Adjustment (5 Year Terms)
Storm Water Advisory (3 Year Terms)
911 Board (No Specified Term)
Mayor's Committee on Trees, Trails, Parks (3 Year Terms)

Board of Appeals (3 Year Terms)
Cemetery Board (3 Year Terms)
Civil Service Commission (4 Year Terms)
Landfill Commission (3 Year Terms)
Library Board (6 Year Terms)
Mayor's Advisory Committee Parks, Trails, & Urban Forest (3 Year Terms)
Planning & Zoning Commission (3 Year Terms)

Applicant License Application (LE0000543)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee</u>		
Address of Premises: <u>1250 N Lake St</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>5058800</u>
Business <u>(712) 732-5628</u>		
Mailing <u>5820 Westown Pkwy</u>		
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>502660000</u>

Contact Person

Name <u>Kelly Palmer</u>	
Phone: <u>(515) 267-2949</u>	Email <u>kpalmer@hy-vee.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 07/01/2020

Expiration Date: 06/30/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Stephen Meyer

First Name: <u>Stephen</u>	Last Name: <u>Meyer</u>	
City: <u>Des Moines</u>	State: <u>Iowa</u>	Zip: <u>50309</u>
Position: <u>Executive VP, Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Randy Edeker

First Name: <u>Randy</u>	Last Name: <u>Edeker</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>CEO, President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Michael Skokan

First Name: <u>Michael</u>	Last Name: <u>Skokan</u>
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City: Waukee State: Iowa Zip: 50263
Position: CFO, Treasurer
% of Ownership: 0.00% U.S. Citizen: Yes
Jeffrey Pierce
First Name: Jeffrey Last Name: Pierce
City: West Des Moines State: Iowa Zip: 50265
Position: Asst. Treasurer, Financial Reporting
% of Ownership: 0.00% U.S. Citizen: Yes
Andrew Schroeder
First Name: Andrew Last Name: Schroeder
City: Johnston State: Iowa Zip: 50131
Position: AVP, Assistant Controller
% of Ownership: 0.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>EMPLOYERS MUTUAL CASUALTY COMPANY</u>		
Policy Effective Date:	<u>07/01/2020</u>	Policy Expiration	<u>01/01/1900</u>
Bond Effective	<u>2</u>	Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective Date:		Temp Transfer Expiration Date:	

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: APRIL 22, 2020

REFERENCE: LIQUOR LICENSE RENEWAL
PIZZA HUT
115 E MILWAUKEE AVE

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	5-5-2018 to 4-22-2019	4-23-2019 to 4-19-2020
INCIDENTS		
911 Hang up call	1	0
Accident	1	0
Ambulance Call	1	0
Business Security	29	47
Citizen Assist	1	0
Criminal Mischief	1	0
Disturbance	1	0
Domestic	1	0
Drug Investigation	1	0
Hit and Run	0	1
Intoxicated Pedestrian	1	0
Investigation	0	1
Juvenile Problem	0	1
Keys Locked In Car	1	3
Motorist Assist	1	0
Open Door or Window	0	1
PR/Talk/Presentation	5	1
Suspicious Person	1	0
Suspicious Vehicle	1	0
Theft	0	1
Vehicle Stop	20	12
Warrant Service	0	1

ARRESTS

Contempt of Court	1	0
Disorderly Conduct	2	0
Possession of Drug Paraphernalia	0	1
Possession on a Controlled Substance	1	0
Possession with intent to deliver	0	1

Recommendation: Approval of liquor license.

Applicant License Application (LE0002487)

Name of Applicant: <u>Royal Investment Group llc</u>		
Name of Business (DBA): <u>Brew Midtown</u>		
Address of Premises: <u>1100 E 5th st</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 299-0838</u>		
Mailing <u>1100 E 5th st</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>inder singh</u>	
Phone: <u>(712) 299-0838</u>	Email <u>centralmartllc@gmail.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 07/11/2020

Expiration Date: 07/10/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

inderjit singh

First Name: <u>inderjit</u>	Last Name: <u>singh</u>	
City: <u>storm lake</u>	State: <u>iowa</u>	Zip: <u>50588</u>
Position: <u>owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Nationwide Mutual Insurance Co.</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: May 4, 2020

REFERENCE: LIQUOR LICENSE RENEWAL
BREW MIDTOWN
1100 E 5TH ST

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	5-2-2018 to 5-7-2019	5-8-2019 to 5-1-2020
INCIDENTS		
911 Hang up	1	1
Accident	0	4
Animal Call	1	1
Arrest	1	0
Business Assist	3	0
Business Security	31	40
Citizens Assist	3	5
Disturbance	1	0
Domestic	1	0
Forgery	2	1
General Information	1	0
Gun Call	0	1
Harassment	2	2
Hit and Run	1	1
Insufficient Funds Checks	5	7
Intoxicated Driver	1	1
Intoxicated Pedestrian	0	2
Keys Locked In Car	7	7
Law Dept Assist	1	0
Lost Property	0	1
Missing Person- Juvenile	0	1
Motorist Assist	1	2
Pedestrian Stop	1	1
PR/Talk/Presentation	17	16
Station Assignment	2	0

Street Beat	7	6
Suspicious Activity	1	1
Suspicious Person	1	2
Suspicious Vehicle	0	1
Theft	3	6
Trespass	2	1
Vandalism	0	1
Vehicle Maintenance	1	0
Vehicle Stop	56	45
Warrant Service	1	0

ARRESTS

Driving While Barred	1	0
Failure to Appear	0	1
Public Intoxication	0	1

Recommendation: Approval of liquor license.

Applicant License Application (BC0028608)

Name of Applicant: <u>Ramon, Inc.</u>		
Name of Business (DBA): <u>El Mexicano</u>		
Address of Premises: <u>1509 Lake Ave. N.</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 213-1047</u>		
Mailing <u>P-O-BOX-100</u>		
City <u>DENISON</u>	State <u>IA</u>	Zip: <u>51442</u>

Contact Person

Name <u>RAMON PATINO</u>	
Phone: <u>(712) 269-7130</u>	Email <u>ramonpatino7@gmail.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 08/01/2020

Expiration Date: 07/31/2021

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Ramon Patino

First Name: <u>Ramon</u>	Last Name: <u>Patino</u>	
City: <u>DENISON</u>	State: <u>Iowa</u>	Zip: <u>51442</u>
Position: <u>Owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>First Western Insurance</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LE0000543)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee</u>		
Address of Premises: <u>1250 N Lake St</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>5058800</u>
Business <u>(712) 732-5628</u>		
Mailing <u>5820 Westown Pkwy</u>		
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>502660000</u>

Contact Person

Name <u>Kelly Palmer</u>	
Phone: <u>(515) 267-2949</u>	Email <u>kpalmer@hy-vee.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 07/01/2020

Expiration Date: 06/30/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Stephen Meyer

First Name: <u>Stephen</u>	Last Name: <u>Meyer</u>	
City: <u>Des Moines</u>	State: <u>Iowa</u>	Zip: <u>50309</u>
Position: <u>Executive VP, Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Randy Edeker

First Name: <u>Randy</u>	Last Name: <u>Edeker</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>CEO, President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Michael Skokan

First Name: <u>Michael</u>	Last Name: <u>Skokan</u>
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City: Waukee State: Iowa Zip: 50263
Position: CFO, Treasurer
% of Ownership: 0.00% U.S. Citizen: Yes
Jeffrey Pierce
First Name: Jeffrey Last Name: Pierce
City: West Des Moines State: Iowa Zip: 50265
Position: Asst. Treasurer, Financial Reporting
% of Ownership: 0.00% U.S. Citizen: Yes
Andrew Schroeder
First Name: Andrew Last Name: Schroeder
City: Johnston State: Iowa Zip: 50131
Position: AVP, Assistant Controller
% of Ownership: 0.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>EMPLOYERS MUTUAL CASUALTY COMPANY</u>	
Policy Effective Date: <u>07/01/2020</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: November 26, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
HY-VEE
1250 N LAKE AVE

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	11-25-2018 to 4-23-2019	4-24-2019 to 11-23-2019
INCIDENTS		
Accident	3	2
Ambulance Assist	0	2
Burglary Vehicle	1	0
Business Assist	0	3
Business Security	27	48
Citizen Assist	0	1
Drug Investigation	1	0
Fire Alarm	0	5
Forgery	0	1
General Information	1	0
Harassment	2	0
Interpretation	0	3
Juvenile Problem	0	1
Keys Locked In Car	15	8
Law Department Assist	0	1
Lost Property	0	2
Meeting	0	1
Motorist Assist	3	2
PR/Talk/Presentation	12	22
Station Assignment	16	15
Street Beat	5	4
Suspicious Person	0	2
Theft	1	3
Traffic Control	0	1
Vehicle Stop	12	21

Want/ Warrant Check	1	0
Warrant Service	1	0
ARREST		
Pubic Intoxication	1	0
Warrant Arrest	1	0

Staff Summary

7/6/2020

Agenda Item # B.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Breakout	Calculated Expenses
Buena Vista County	\$ 92,011.51
Contract/Agreement	\$ 675,724.93
Local	\$ 302,422.94
Non- Local	\$ 163,534.31
Payroll/Refunds/Pyrl Tax & Ins	\$ 422,676.73
Total Expenses	\$ 1,656,370.42
Supporting Documents Attached	

RECOMMENDATION:

Review Buy Local Information

Staff Summary

7/6/2020

Agenda Item # C.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **Motion Authorizing a Civil Service Patrol Officer Eligibility List**

BACKGROUND: On 4-22-2020 the Civil Service Commission authorized testing to create a patrol officer eligibility list.

On 6-13-2020 the testing was conducted and completed.

On 6-22-2020 the civil service commission certified the attached eligibility list.

The eligibility list is now submitted for City Council approval.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
Eligibility List	Backup Material

ELIGIBILITY LIST

NAME	ID #
CODY CAMERON	4
THOMAS LANE	1
CLINTON BUTLER	2
ROBERT HOUSER	7
ALEX LEU	6


COMMISSIONER


COMMISSIONER


COMMISSIONER


DATE

Staff Summary

7/6/2020

Agenda Item # D.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 06-11-20 to 06-30-20
76 total
Accumulate Junk 12
Parking on restricted surfaces 9
Accumulate trash 3
Tall grass / weeds 33
Accumulate used tires 3
Junk Vehicles 13
House number not displayed 1
CCE 2
0 citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

7/6/2020

Agenda Item # 3.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Motion to Approve Professional Engineering Services with ISG for Storm Lake Lift Station Evaluation and Capital Improvement Plan**

BACKGROUND: This project will provide Engineering services to evaluate some of the Waste Water Treatment Plant's sanitary sewer lift stations.

Engineer's services under this Agreement are generally identified as follows:

A. Lift Station Site Visits

- Engineer will collect background information and visit 14 of the City's wastewater lift stations with City Staff to review current lift station operations, area served, and evaluate the overall condition of each lift station. (Memorial Lift Station and Radio Park Lift Station are excluded due to current improvement projects.)

B. Capital Improvement Plan (CIP) Report

- Review and evaluate findings from the background information and site visits to assess the condition of each lift station as it pertains to the physical condition, pumps, electrical, controls, piping & valves, structural, and HVAC/ventilation.
- Engineer will prepare a lift station rating index and listing of recommended maintenance improvements for each lift station to review with City Staff.
- An estimate of cost will be included with the recommended improvements.
- Engineer will summarize the findings of the lift station evaluation, condition index, and prepare recommendations in a CIP report.
- Engineer will submit a draft report to City Staff for review and comment, and will meet with Staff to discuss comments and questions on final report.
- Engineer will finalize CIP report and submit hard copies as well as an electronic copy.

I have attached a copy of the proposed agreement for the Councils review.

FISCAL IMPACT:

The total cost of engineering services is \$33,000.
The lump sum phases of the proposal are as follows:
Lift station site visits- \$18,000
Capital improvement plan report- \$15,000

RECOMMENDATION:

Approve agreement with ISG for Storm Lake Waste Water Treatment Plant –
Lift station evaluation and capital improvement plan.

ATTACHMENTS:

Description		Type
	Agreement	Contract

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 6, 2020 ("Effective Date") between the City of Storm Lake ("Owner") and I+S Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Lift Station Evaluation and Capital Improvement Plan** ("Project").

Engineer's services under this Agreement are generally identified as follows:

A. Lift Station Site Visits

- Engineer will collect background information and visit 14 of the City's wastewater lift stations with City Staff to review current lift station operations, area served, and evaluate the overall condition of each lift station. (Memorial Lift Station and Radio Park Lift Station are excluded due to current improvement projects.)

B. Capital Improvement Plan (CIP) Report

- Review and evaluate findings from the background information and site visits to assess the condition of each lift station as it pertains to the physical condition, pumps, electrical, controls, piping & valves, structural, and HVAC/ventilation.
- Engineer will prepare a lift station rating index and listing of recommended maintenance improvements for each lift station to review with City Staff.
- An estimate of cost will be included with the recommended improvements.
- Engineer will summarize the findings of the lift station evaluation, condition index, and prepare recommendations in a CIP report.
- Engineer will submit a draft report to City Staff for review and comment, and will meet with Staff to discuss comments and questions on final report.
- Engineer will finalize CIP report and submit hard copies as well as an electronic copy.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.

- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, and 2.02 (Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum and Hourly Rates*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of **\$33,000**.
 - a. The Lump Sum Phases as included in the Proposal are subdivided as follows:

Lift Station Site Visits	<u>\$18,000</u>
--------------------------	------------------------

Capital Improvement Plan Report	<u>\$15,000</u>
---------------------------------	------------------------

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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 this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

- risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

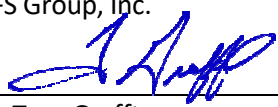
- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Storm Lake

Engineer: I+S Group, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By:  _____
Print name: Tom Grafft
Title: Associate Principal
Date Signed: June 24, 2020

Engineer License or Firm's Certificate No. (if required):

State of: Iowa

Address for Owner's receipt of notices:
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Address for Engineer's receipt of notices:
I+S Group, Inc.
1725 N. Lake Ave
Storm Lake, IA 50588

Staff Summary

7/6/2020

Agenda Item # 4.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 01-R-2020-2021 Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement**

BACKGROUND: As previously authorized by Council, \$8,171,000 Refunding Capital Loan Notes, Series 2020 have been sold at private sale. This resolution will appoint and authorize UMB Bank, n.a. of West Des Moines, Iowa the registration, transfer and payment of Registered Notes and Authorizes the signing of the attached Authentication Order.

FISCAL IMPACT: Costs and expenses previously discussed, Transfer Agent fees are expected to be \$600 per issue.

RECOMMENDATION: Approve Resolution No. 01-R-2020-2021 and authorize signing of the Authentication Order.

ATTACHMENTS:

Description	Type
☐ Resolution No. 01-R-2020-2021	Resolution
☐ Authentication Order	Contract
☐ Registrar's Agreement	Contract

RESOLUTION NO. 01-R-2020-2021

**RESOLUTION APPOINTING UMB BANK, N.A. OF WEST
DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE
REGISTRAR, AND TRANSFER AGENT, APPROVING THE
PAYING AGENT AND NOTE REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT**

WHEREAS, \$8,171,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020, dated July 21, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA:

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$8,171,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020, dated July 21, 2020.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 6th day of July, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

AUTHENTICATION ORDER

The undersigned Finance Director of the City of Storm Lake, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Storm Lake, authorizing the execution of loan agreements and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to UMB Bank, N.A. (the "Registrar") \$8,171,000 aggregate principal amount of Issuer's Taxable General Obligation Refunding Capital Loan Notes, Series 2020, dated July 21, 2020 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Notes and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchasers, Reliance State Bank, United Bank & Trust, Boone Bank & Trust, Iowa State Savings Bank; State Bank & Trust; and First National Bank or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchasers shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this 6th day of July, 2020

(SEAL)

Finance Director

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on July 21, 2020 by and between the City of Storm Lake hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$8,171,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020, dated July 21, 2020 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - (a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - (b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - (c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for

the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Storm Lake City Clerk City Hall 620 Erie Street Storm Lake, Iowa 50588
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29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this _____ day of _____, 2020.

CITY OF STORM LAKE,
STATE OF IOWA, ISSUER

By: _____
Mayor

ATTEST:

By: _____
City Clerk

UMB BANK N.A., as PAYING
AGENT/REGISTRAR

By: _____

ATTEST:

By: _____

(Title)

(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

01736806-1\11149-119

Staff Summary

7/6/2020

Agenda Item # 5.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 02-R-2020-2021 Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance and levying a tax to pay the note.**

BACKGROUND: \$8,171,000 General Obligation Refunding Capital Loan Notes, Series 2020 have been proposed for Issuance.

Therefore, this Resolution:

1. Authorizes Loan Agreements with Boone Bank & Trust (1M,) Iowa State Savings Bank (1M,) Reliance State Bank (1M,) State Bank & Trust (1M,) United Bank & Trust (1M) and First National Bank (3.171M.)
2. Issues and secures payment of \$8,171,000 CLN
3. Provides for optional redemption on June 1st, 2028 or thereafter
4. Provides as Security the Issuer's Power to Levy an Annual Tax and Additionally Available City Funds
5. Identifies the holders of the Taxable nature of the Notes.

FISCAL IMPACT: The City will commit to \$9,961,660 in Indebtedness and future interest payments, a reduction of \$549,365 in future interest payments alone. In addition, the refinancing will soften the final payment from \$1.067M to just over \$671,000.

RECOMMENDATION: Approve Resolution No. 02-R-2020-2021

ATTACHMENTS:

Description	Type
❑ Resolution No. 02-R-2020-2021	Resolution
❑ Loan Agreement 1	Contract
❑ Loan Agreement 2	Contract
❑ Loan Agreement 3	Contract

- ▢ Loan Agreement 4
- ▢ Loan Agreement 5
- ▢ Loan Agreement 6
- ▢ Transcript Certificate
- ▢ Delivery Certificate

- Contract
- Contract
- Contract
- Backup Material
- Backup Material

RESOLUTION NO. 02-R-2020-2021

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$8,171,000 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020, AND LEVYING A TAX TO PAY SAID NOTES

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B dated June 5, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015, essential corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Refunding Capital Loan Notes, to the amount of Not to Exceed \$8,400,000 be authorized for said purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring two (2) outstanding issue(s) of Notes for purposes of more efficient administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Notes set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$8,400,000 General Obligation Refunding Capital Loan Notes to accomplish the above-described refundings, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above-mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal accepted by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.
- "Loan Agreement" shall mean six (6) Loan Agreements between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$8,171,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020, authorized to be issued by this Resolution.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015.
- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Refunded Bonds" shall mean \$5,975,000 of the \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and \$2,080,000 of the \$3,545,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B, dated June 5, 2015.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.

- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Storm Lake, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$841,493.82	2020/2021*
\$837,882.50	2021/2022
\$836,530.00	2022/2023
\$812,737.50	2023/2024
\$804,110.00	2024/2025
\$804,235.00	2025/2026
\$420,865.00	2026/2027
\$420,532.50	2027/2028
\$420,980.00	2028/2029
\$613,180.00	2029/2030
\$613,852.50	2030/2031
\$614,112.50	2031/2032
\$613,960.00	2032/2033
\$613,395.00	2033/2034
\$613,417.50	2034/2035

*Payable from the debt service levy on the Refunded Bonds.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2020 will be collected during the fiscal year commencing July 1, 2021.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Buena Vista County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be

promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2019, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2019, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. Taxable General Obligation Refunding Capital Loan Notes of the City in the amount of \$8,171,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2020", be dated July 21, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2020, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at

the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$648,000	2.750%	2021
\$631,000	2.750%	2022
\$647,000	2.750%	2023
\$641,000	2.750%	2024
\$650,000	2.750%	2025
\$668,000	2.750%	2026
\$303,000	2.750%	2027
\$311,000	2.750%	2028
\$320,000	2.750%	2029
\$521,000	2.750%	2030
\$536,000	2.750%	2031
\$551,000	2.750%	2032
\$566,000	2.750%	2033
\$581,000	2.750%	2034
\$597,000	2.750%	2035

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned

to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be

conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"
"SERIES 2020"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: July 21, 2020
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Storm Lake, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above,

only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2020, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

**THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST AS
SUBJECT TO FEDERAL INCOME TAXATION.**

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of

such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____

This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: _____ (manual or facsimile signature) _____

Mayor

ATTEST:

By: _____ (manual or facsimile signature) _____

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n): _____

Individual* _____ Corporation _____

Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 16. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 6th day of July, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT "A"

Refunded Bonds

\$6,890,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015A

Principal Amount	Interest Rate	Maturity June 1st
\$ 240,000	2.500%	2021
\$ 250,000	2.500%	2022
\$ 255,000	2.625%	2023
\$ 260,000	2.875%	2024
\$ 270,000	3.000%	2025
\$ 280,000	3.125%	2026
\$ 290,000	3.125%	2027
\$ 610,000	3.500%	2029*
\$1,085,000	3.750%	2031*
\$1,170,000	3.875%	2033*
\$1,265,000	4.000%	2035*

*Term Bonds

\$5,975,000 will be redeemed on July 22, 2020.

Refunded Bonds

\$3,545,000 TAXABLE GENERAL OBLIGATION ANNUAL APPROPRIATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015B

Principal Amount	Interest Rate	Maturity June 1st
\$315,000	3.25%	2021
\$330,000	3.50%	2022
\$340,000	3.75%	2023
\$350,000	4.00%	2024
\$745,000	4.25%	2026*

*Term Bonds

\$2,080,000 will be redeemed on July 22, 2020.

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of July, 2020, by and between the City of Storm Lake, State of Iowa (the "City") acting through its City Council (the "Council") and Boone Bank & Trust of Boone, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Refunding Capital Loan Notes, Series 2020, in the aggregate principal amount of \$8,171,000 (the "Notes"), including a Note to the Lender in the amount of \$1,000,000.

2. The loan proceeds shall be used to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2020.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. A Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Note shall be dated July 21, 2020, shall bear interest payable December 1, 2020, and semiannually thereafter on the first day of June and December in each year at the rates and be payable as to principal in the principal amounts and on the dates set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with a final maturity date of June 1, 2035.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax, which taxes have been irrevocably pledged for the prompt payment of both principal of and interest on the Notes, and from other revenues and funds of the City, to the extent lawfully available for such purpose.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Note, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes, other than the Preliminary Participant Package dated as of May 19, 2020 and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefore. The Lender has been provided with, or given access to, all financial and other information and all documents it has requested of the City relating to its purchase of the Notes.

(b) The Lender is acquiring the Notes for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Note or to resell or otherwise dispose of all or any portion of the Notes.

(c) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(e) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Note, and it is capable of and has made its own investigation of the City with its decision to purchase the Note.

(f) The Lender is acquiring the Note for its own account and not with a view to resale or for other distribution thereof and does not presently intend to divide the Note or to resell or to otherwise dispose of all or any portion of the Note, and acknowledges that if the Note is transferred or sold to another Lender, a letter containing substantially all the representations found in this Loan Agreement shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(g) The Lender has independently evaluated the factors associated with its decision to purchase the Note. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it as a reasonable lender has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Project and the Notes, so that as a reasonable lender, it has been able to make its decision to purchase the Note. The Lender has been furnished with and has examined the Note, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(h) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Note.

(i) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledges that the Note have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Note or any interest therein in violation of applicable federal or state law.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The Lender understands that the City and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

BOONE BANK & TRUST
(Lender)

By: _____
(Signature)

(Name)

(Title)

Date	Boone Bank & Trust	
	Principal	Interest
	Payments	
6/1/20		
12/1/20		9,930.56
6/1/21	79,304.86	13,750.00
12/1/21		12,659.56
6/1/22	77,224.33	12,659.56
12/1/22		11,597.72
6/1/23	79,182.47	11,597.72
12/1/23		10,508.96
6/1/24	78,448.17	10,508.96
12/1/24		9,430.30
6/1/25	79,549.63	9,430.30
12/1/25		8,336.49
6/1/26	81,752.54	8,336.49
12/1/26		7,212.40
6/1/27	37,082.36	7,212.40
12/1/27		6,702.52
6/1/28	38,061.44	6,702.52
12/1/28		6,179.17
6/1/29	39,162.89	6,179.17
12/1/29		5,640.68
6/1/30	63,762.09	5,640.68
12/1/30		4,763.95
6/1/31	65,597.85	4,763.95
12/1/31		3,861.98
6/1/32	67,433.61	3,861.98
12/1/32		2,934.77
6/1/33	69,269.37	2,934.77
12/1/33		1,982.32
6/1/34	71,105.13	1,982.32
12/1/34		1,004.62
6/1/35	73,063.26	1,004.62
12/1/35		0.00
6/1/36	0.00	0.00
12/1/36		0.00
6/1/37	0.00	0.00
12/1/37		0.00
6/1/38	0.00	0.00
12/1/38		0.00
6/1/39	0.00	0.00
12/1/39		0.00
6/1/40	0.00	0.00
Totals:	1,000,000.00	209,311.44

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of July, 2020, by and between the City of Storm Lake, State of Iowa (the "City") acting through its City Council (the "Council") and First National Bank of Ames, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$3,171,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Refunding Capital Loan Notes, Series 2020, in the aggregate principal amount of \$8,171,000 (the "Notes"), including a Note to the Lender in the amount of \$3,171,000.

2. The loan proceeds shall be used to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2020.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. A Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Note shall be dated July 21, 2020, shall bear interest payable December 1, 2020, and semiannually thereafter on the first day of June and December in each year at the rates and be payable as to principal in the principal amounts and on the dates set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with a final maturity date of June 1, 2035.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax, which taxes have been irrevocably pledged for the prompt payment of both principal of and interest on the Notes, and from other revenues and funds of the City, to the extent lawfully available for such purpose.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Note, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes, other than the Preliminary Participant Package dated as of May 19, 2020 and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefore. The Lender has been provided with, or given access to, all financial and other information and all documents it has requested of the City relating to its purchase of the Notes.

(b) The Lender is acquiring the Notes for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Note or to resell or otherwise dispose of all or any portion of the Notes.

(c) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(e) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Note, and it is capable of and has made its own investigation of the City with its decision to purchase the Note.

(f) The Lender is acquiring the Note for its own account and not with a view to resale or for other distribution thereof and does not presently intend to divide the Note or to resell or to otherwise dispose of all or any portion of the Note, and acknowledges that if the Note is transferred or sold to another Lender, a letter containing substantially all the representations found in this Loan Agreement shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(g) The Lender has independently evaluated the factors associated with its decision to purchase the Note. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it as a reasonable lender has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Project and the Notes, so that as a reasonable lender, it has been able to make its decision to purchase the Note. The Lender has been furnished with and has examined the Note, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(h) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Note.

(i) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledges that the Note have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Note or any interest therein in violation of applicable federal or state law.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The Lender understands that the City and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

FIRST NATIONAL BANK
(Lender)

By: _____
(Signature)

(Name)

(Title)

Date	First National Bank	
	Principal	Interest
	Payments	
6/1/20		
12/1/20		31,489.79
6/1/21	251,475.70	43,601.25
12/1/21		40,143.46
6/1/22	244,878.35	40,143.46
12/1/22		36,776.38
6/1/23	251,087.65	36,776.38
12/1/23		33,323.93
6/1/24	248,759.15	33,323.93
12/1/24		29,903.49
6/1/25	252,251.85	29,903.49
12/1/25		26,435.03
6/1/26	259,237.30	26,435.03
12/1/26		22,870.51
6/1/27	117,588.20	22,870.51
12/1/27		21,253.67
6/1/28	120,092.80	21,253.67
12/1/28		19,594.15
6/1/29	124,185.55	19,594.15
12/1/29		17,886.60
6/1/30	202,189.55	17,886.60
12/1/30		15,106.49
6/1/31	208,010.75	15,106.49
12/1/31		12,246.34
6/1/32	213,831.95	12,246.34
12/1/32		9,306.15
6/1/33	219,653.15	9,306.15
12/1/33		6,285.92
6/1/34	225,474.35	6,285.92
12/1/34		3,185.65
6/1/35	231,683.70	3,185.65
12/1/35		0.00
6/1/36	0.00	0.00
12/1/36		0.00
6/1/37	0.00	0.00
12/1/37		0.00
6/1/38	0.00	0.00
12/1/38		0.00
6/1/39	0.00	0.00
12/1/39		0.00
6/1/40	0.00	0.00
Totals:	3,171,000.00	663,726.60

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of July, 2020, by and between the City of Storm Lake, State of Iowa (the "City") acting through its City Council (the "Council") and Iowa State Savings Bank of Creston, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Refunding Capital Loan Notes, Series 2020, in the aggregate principal amount of \$8,171,000 (the "Notes"), including a Note to the Lender in the amount of \$1,000,000.

2. The loan proceeds shall be used to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2020.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. A Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Note shall be dated July 21, 2020, shall bear interest payable December 1, 2020, and semiannually thereafter on the first day of June and December in each year at the rates and be payable as to principal in the principal amounts and on the dates set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with a final maturity date of June 1, 2035.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax, which taxes have been irrevocably pledged for the prompt payment of both principal of and interest on the Notes, and from other revenues and funds of the City, to the extent lawfully available for such purpose.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Note, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes, other than the Preliminary Participant Package dated as of May 19, 2020 and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefore. The Lender has been provided with, or given access to, all financial and other information and all documents it has requested of the City relating to its purchase of the Notes.

(b) The Lender is acquiring the Notes for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Note or to resell or otherwise dispose of all or any portion of the Notes.

(c) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(e) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Note, and it is capable of and has made its own investigation of the City with its decision to purchase the Note.

(f) The Lender is acquiring the Note for its own account and not with a view to resale or for other distribution thereof and does not presently intend to divide the Note or to resell or to otherwise dispose of all or any portion of the Note, and acknowledges that if the Note is transferred or sold to another Lender, a letter containing substantially all the representations found in this Loan Agreement shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(g) The Lender has independently evaluated the factors associated with its decision to purchase the Note. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it as a reasonable lender has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Project and the Notes, so that as a reasonable lender, it has been able to make its decision to purchase the Note. The Lender has been furnished with and has examined the Note, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(h) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Note.

(i) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledges that the Note have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Note or any interest therein in violation of applicable federal or state law.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The Lender understands that the City and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

IOWA STATE SAVINGS BANK
(Lender)

By: _____
(Signature)

(Name)

(Title)

Date	Ia State savings Bank	
	Principal	Interest Payments
6/1/20		
12/1/20		9,930.56
6/1/21	79,304.86	13,750.00
12/1/21		12,659.56
6/1/22	77,224.33	12,659.56
12/1/22		11,597.72
6/1/23	79,182.47	11,597.72
12/1/23		10,508.96
6/1/24	78,448.17	10,508.96
12/1/24		9,430.30
6/1/25	79,549.63	9,430.30
12/1/25		8,336.49
6/1/26	81,752.54	8,336.49
12/1/26		7,212.40
6/1/27	37,082.36	7,212.40
12/1/27		6,702.52
6/1/28	38,001.44	6,702.52
12/1/28		6,179.17
6/1/29	39,162.89	6,179.17
12/1/29		5,640.68
6/1/30	63,762.09	5,640.68
12/1/30		4,763.95
6/1/31	65,597.85	4,763.95
12/1/31		3,861.98
6/1/32	67,433.61	3,861.98
12/1/32		2,934.77
6/1/33	69,269.37	2,934.77
12/1/33		1,982.32
6/1/34	71,105.13	1,982.32
12/1/34		1,004.62
6/1/35	73,063.26	1,004.62
12/1/35		0.00
6/1/36	0.00	0.00
12/1/36		0.00
6/1/37	0.00	0.00
12/1/37		0.00
6/1/38	0.00	0.00
12/1/38		0.00
6/1/39	0.00	0.00
12/1/39		0.00
6/1/40	0.00	0.00
Totals:	1,000,000.00	209,311.44

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of July, 2020, by and between the City of Storm Lake, State of Iowa (the "City") acting through its City Council (the "Council") and Reliance State Bank of Story City, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Refunding Capital Loan Notes, Series 2020, in the aggregate principal amount of \$8,171,000 (the "Notes"), including a Note to the Lender in the amount of \$1,000,000.

2. The loan proceeds shall be used to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2020.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. A Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Note shall be dated July 21, 2020, shall bear interest payable December 1, 2020, and semiannually thereafter on the first day of June and December in each year at the rates and be payable as to principal in the principal amounts and on the dates set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with a final maturity date of June 1, 2035.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax, which taxes have been irrevocably pledged for the prompt payment of both principal of and interest on the Notes, and from other revenues and funds of the City, to the extent lawfully available for such purpose.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Note, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes, other than the Preliminary Participant Package dated as of May 19, 2020 and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefore. The Lender has been provided with, or given access to, all financial and other information and all documents it has requested of the City relating to its purchase of the Notes.

(b) The Lender is acquiring the Notes for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Note or to resell or otherwise dispose of all or any portion of the Notes.

(c) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(e) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Note, and it is capable of and has made its own investigation of the City with its decision to purchase the Note.

(f) The Lender is acquiring the Note for its own account and not with a view to resale or for other distribution thereof and does not presently intend to divide the Note or to resell or to otherwise dispose of all or any portion of the Note, and acknowledges that if the Note is transferred or sold to another Lender, a letter containing substantially all the representations found in this Loan Agreement shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(g) The Lender has independently evaluated the factors associated with its decision to purchase the Note. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it as a reasonable lender has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Project and the Notes, so that as a reasonable lender, it has been able to make its decision to purchase the Note. The Lender has been furnished with and has examined the Note, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(h) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Note.

(i) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledges that the Note have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Note or any interest therein in violation of applicable federal or state law.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The Lender understands that the City and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

RELIANCE STATE BANK
(Lender)

By: _____
(Signature)

(Name)

(Title)

Date	Reliance State Bank	
	Principal	Interest
	Payments	
6/1/20		
12/1/20		9,930.56
6/1/21	79,304.86	13,750.00
12/1/21		12,659.56
6/1/22	77,224.33	12,659.56
12/1/22		11,597.72
6/1/23	79,182.47	11,597.72
12/1/23		10,508.96
6/1/24	78,448.17	10,508.96
12/1/24		9,430.30
6/1/25	79,549.63	9,430.30
12/1/25		8,336.49
6/1/26	81,752.54	8,336.49
12/1/26		7,212.40
6/1/27	37,082.36	7,212.40
12/1/27		6,702.52
6/1/28	38,061.44	6,702.52
12/1/28		6,179.17
6/1/29	39,162.89	6,179.17
12/1/29		5,640.68
6/1/30	63,762.09	5,640.68
12/1/30		4,763.95
6/1/31	65,597.85	4,763.95
12/1/31		3,861.98
6/1/32	67,433.61	3,861.98
12/1/32		2,934.77
6/1/33	69,269.37	2,934.77
12/1/33		1,982.32
6/1/34	71,105.13	1,982.32
12/1/34		1,004.62
6/1/35	73,063.26	1,004.62
12/1/35		0.00
6/1/36	0.00	0.00
12/1/36		0.00
6/1/37	0.00	0.00
12/1/37		0.00
6/1/38	0.00	0.00
12/1/38		0.00
6/1/39	0.00	0.00
12/1/39		0.00
6/1/40	0.00	0.00
Totals:	1,000,000.00	209,311.44

01736546-1\11149-119

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of July, 2020, by and between the City of Storm Lake, State of Iowa (the "City") acting through its City Council (the "Council") and State Bank & Trust of Nevada, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Refunding Capital Loan Notes, Series 2020, in the aggregate principal amount of \$8,171,000, including a Note to the Lender in the amount of \$1,000,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2020.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. A Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Note shall be dated July 21, 2020, shall bear interest payable December 1, 2020, and semiannually thereafter on the first day of June and December in each year at the rates and be payable as to principal in the principal amounts and on the dates set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with a final maturity date of June 1, 2035.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax, which taxes have been irrevocably pledged for the prompt payment of both principal of and interest on the Notes, and from other revenues and funds of the City, to the extent lawfully available for such purpose.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Note, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes, other than the Preliminary Participant Package dated as of May 19, 2020 and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefore. The Lender has been provided with, or given access to, all financial and other information and all documents it has requested of the City relating to its purchase of the Notes.

(b) The Lender is acquiring the Notes for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Note or to resell or otherwise dispose of all or any portion of the Notes.

(c) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(e) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Note, and it is capable of and has made its own investigation of the City with its decision to purchase the Note.

(f) The Lender is acquiring the Note for its own account and not with a view to resale or for other distribution thereof and does not presently intend to divide the Note or to resell or to otherwise dispose of all or any portion of the Note, and acknowledges that if the Note is transferred or sold to another Lender, a letter containing substantially all the representations found in this Loan Agreement shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(g) The Lender has independently evaluated the factors associated with its decision to purchase the Note. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it as a reasonable lender has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Project and the Notes, so that as a reasonable lender, it has been able to make its decision to purchase the Note. The Lender has been furnished with and has examined the Note, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(h) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Note.

(i) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledges that the Note have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Note or any interest therein in violation of applicable federal or state law.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The Lender understands that the City and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

STATE BANK & TRUST
(Lender)

By: _____
(Signature)

(Name)

(Title)

Date	State Bank & Trust	
	Principal	Interest
	Payments	
6/1/20		
12/1/20		9,930.56
6/1/21	79,304.86	13,750.00
12/1/21		12,659.56
6/1/22	77,224.33	12,659.56
12/1/22		11,597.72
6/1/23	79,182.47	11,597.72
12/1/23		10,508.96
6/1/24	78,448.17	10,508.96
12/1/24		9,430.30
6/1/25	79,549.63	9,430.30
12/1/25		8,336.49
6/1/26	81,752.54	8,336.49
12/1/26		7,212.40
6/1/27	37,082.36	7,212.40
12/1/27		6,702.52
6/1/28	38,061.44	6,702.52
12/1/28		6,179.17
6/1/29	39,162.89	6,179.17
12/1/29		5,640.68
6/1/30	63,762.09	5,640.68
12/1/30		4,763.95
6/1/31	65,597.85	4,763.95
12/1/31		3,861.98
6/1/32	67,433.61	3,861.98
12/1/32		2,934.77
6/1/33	69,269.37	2,934.77
12/1/33		1,982.32
6/1/34	71,105.13	1,982.32
12/1/34		1,004.62
6/1/35	73,063.26	1,004.62
12/1/35		0.00
6/1/36	0.00	0.00
12/1/36		0.00
6/1/37	0.00	0.00
12/1/37		0.00
6/1/38	0.00	0.00
12/1/38		0.00
6/1/39	0.00	0.00
12/1/39		0.00
6/1/40	0.00	0.00
Totals:	1,000,000.00	209,311.44

01736558-1\11149-119

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of July, 2020, by and between the City of Storm Lake, State of Iowa (the "City") acting through its City Council (the "Council") and United Bank & Trust of Marshalltown, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Refunding Capital Loan Notes, Series 2020, in the aggregate principal amount of \$8,171,000 (the "Notes"), including a Note to the Lender in the amount of \$1,000,000.

2. The loan proceeds shall be used to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2020.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. A Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Note shall be dated July 21, 2020, shall bear interest payable December 1, 2020, and semiannually thereafter on the first day of June and December in each year at the rates and be payable as to principal in the principal amounts and on the dates set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with a final maturity date of June 1, 2035.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax, which taxes have been irrevocably pledged for the prompt payment of both principal of and interest on the Notes, and from other revenues and funds of the City, to the extent lawfully available for such purpose.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Note, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes, other than the Preliminary Participant Package dated as of May 19, 2020 and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefore. The Lender has been provided with, or given access to, all financial and other information and all documents it has requested of the City relating to its purchase of the Notes.

(b) The Lender is acquiring the Notes for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Note or to resell or otherwise dispose of all or any portion of the Notes.

(c) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(e) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Note, and it is capable of and has made its own investigation of the City with its decision to purchase the Note.

(f) The Lender is acquiring the Note for its own account and not with a view to resale or for other distribution thereof and does not presently intend to divide the Note or to resell or to otherwise dispose of all or any portion of the Note, and acknowledges that if the Note is transferred or sold to another Lender, a letter containing substantially all the representations found in this Loan Agreement shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(g) The Lender has independently evaluated the factors associated with its decision to purchase the Note. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it as a reasonable lender has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Project and the Notes, so that as a reasonable lender, it has been able to make its decision to purchase the Note. The Lender has been furnished with and has examined the Note, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(h) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Note.

(i) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledges that the Note have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Note or any interest therein in violation of applicable federal or state law.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The Lender understands that the City and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

UNITED BANK & TRUST
(Lender)

By: _____
(Signature)

(Name)

(Title)

Date	United Bank & Trust	
	Principal	Interest
	Payments	
6/1/20		
12/1/20		9,930.56
6/1/21	79,304.86	13,750.00
12/1/21		12,659.56
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6/1/23	79,182.47	11,597.72
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6/1/34	71,105.13	1,982.32
12/1/34		1,004.62
6/1/35	73,063.26	1,004.62
12/1/35		0.00
6/1/36	0.00	0.00
12/1/36		0.00
6/1/37	0.00	0.00
12/1/37		0.00
6/1/38	0.00	0.00
12/1/38		0.00
6/1/39	0.00	0.00
12/1/39		0.00
6/1/40	0.00	0.00
Totals:	1,000,000.00	209,311.44

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Storm Lake, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$8,171,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020, of the City dated July 21, 2020, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and five (5) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2020, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2020, at Storm Lake, Iowa.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Mike Porsch

(Original Signature)

City Clerk:

Mayra Martinez

(Original Signature)

Finance Director:

Brian Oakleaf

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

Subscribed and sworn to before me by Mike Porsch, Mayra Martinez and Brian Oakleaf on this _____ day of _____, 2020.

Notary Public in and for Buena Vista County,
Iowa

(SEAL)

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Storm Lake, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered Taxable General Obligation Refunding Capital Loan Notes, Series 2020, of the City of Storm Lake, State of Iowa, in the aggregate amount of \$8,171,000, dated July 21, 2020, bearing interest and maturing as follows:

	Principal Amount	Interest Rate	Maturity June 1st
Term Note No. 1	\$1,000,000	2.750%	2035
Term Note No. 2	\$1,000,000	2.750%	2035
Term Note No. 3	\$1,000,000	2.750%	2035
Term Note No. 4	\$1,000,000	2.750%	2035
Term Note No. 5	\$1,000,000	2.750%	2035
Term Note No. 6	\$3,171,000	2.750%	2035

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to:

Reliance State Bank of Story City, Iowa
United Bank & Trust of Marshalltown, Iowa
Boone Bank & Trust of Boone, Iowa
Iowa State Savings Bank of Creston, Iowa
State Bank & Trust of Nevada, Iowa
First National Bank of Ames, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$8,171,000, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all

payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Notes is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2019/2020), according to the last completed State and County tax lists (100% - Before Rollback)	\$529,175,095
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$ _____
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$ _____

We further understand and agree Piper Sandler & Co. may rely on the certifications set forth herein.

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Storm
Lake, State of Iowa, this _____ day of _____, 2020.

Mayor

City Clerk

Finance Director

(CITY SEAL)

01736635-1\11149-119

Staff Summary

7/6/2020

Agenda Item # 6.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing for the 2020 Expansion Boulevard Improvements – Pavement Rehabilitation Project, Plans, Specifications, and Form of Contract**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to be completed by April 1, 2021.

The City and Developer approved a development agreement on January 6, 2020. The agreement includes provisions whereby the City will provide public infrastructure improvements including asphalt overlay of Expansion Blvd, sanitary sewer lining, and watermain improvements.

Individual bidding documents will be prepared for the pavement, sanitary sewer, and watermain components. The project under consideration this evening is for the pavement rehabilitation which includes concrete repairs, 4" asphalt overlay, and related roadway improvements.

FISCAL IMPACT: Construction Estimate is \$770,569.50

RECOMMENDATION: Open Public Hearing
Receive Public Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
□ Project Manual	Backup Material
□ Notice of Public Hearing	Backup Material
□ Plans	Backup Material



PROJECT MANUAL

Expansion Boulevard Improvements - Pavement Rehabilitation

City of Storm Lake

218 11th Street SW Plaza • Spencer, IA 51301
Ph: (712) 580-5075



Bolton-Menk.com

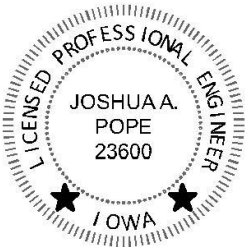
SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

Expansion Boulevard Improvements - Pavement Rehabilitation

City of Storm Lake

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  _____ Date: <u>June 1, 2020</u> Joshua A. Pope License No. 23600 My renewal date is 12/31/2021 Pages or sheets covered by this seal: <u>All Sheets</u>
---	--

SECTION 00010 - TABLE OF CONTENTS

Expansion Boulevard Improvements – Pavement Rehabilitation City of Storm Lake

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

- 00005 - CERTIFICATION PAGE
- 00010 - TABLE OF CONTENTS
- 00100 - NOTICE TO BIDDERS
- 00200 - INSTRUCTIONS TO BIDDERS
- 00410 - PROPOSAL
- 00420 - BID BOND
- 00450 - INFORMATION REQUESTED FROM LOW BIDDER
- 00500 - CONTRACT
- 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
- 00800 - SPECIAL PROVISIONS
- 00900 - NOTICE OF AWARD
- 00910 - NOTICE TO PROCEED
- 00920 - LETTER OF TRANSMITTAL

DRAWINGS (UNDER SEPARATE COVER):

8 sheets numbered GO.01 through C7.02, inclusive, dated June 1, 2020, and with each sheet bearing the following general title:

Expansion Boulevard Improvements – Pavement Rehabilitation
City of Storm Lake

APPENDIX

GEOTECHNICAL REPORT

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2020 EDITION
unless modified herein.**

*******END OF SECTION*******

SECTION 00100 - NOTICE TO BIDDERS

Expansion Boulevard Improvements – Pavement Rehabilitation City of Storm Lake

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed online before 3:30 P.M. on June 24, 2020 through Quest CDN.

Time and Place Sealed Proposals Will be Opened and Considered. Proposals for the work described below will be received online only through QuestCDN.com until 3:30 PM on June 24, 2020 at which time the bids will be opened and publicly read online through Microsoft Teams. Please use the link or call-in number/Conference ID below to see and/or hear the bid opening results: Microsoft Teams Meeting Link: <https://bit.ly/2AzVvbn> Call: 612-428-8778, Conference ID: 417 358 637# The results will be reported to the City of Storm Lake at its meeting at 5:00 P.M. on July 6, 2020 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Storm Lake City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Storm Lake.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before June 11, 2021, and completed and made ready for final payment on or before June 25, 2021.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project # 7088567 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Storm Lake will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: Partial and full depth PCC patching, complete asphalt overlay, and other related improvements along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street in Storm Lake, IA

The Notice is given by order of the City Council of the City of Storm Lake

Mayra Martinez, City Clerk

SECTION 00200 - INSTRUCTIONS TO BIDDERS

Expansion Boulevard Improvements – Pavement Rehabilitation City of Storm Lake

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Storm Lake, hereinafter called the "Jurisdiction".
- 1.04 The bid bond may be submitted on the enclosed Bid Bond form (or form that is equivalent in terms, duration, and obligation). All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 For this project the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective bidders must be on the planholders list through QuestCDN for bids to be accepted. A Bid shall be received no later than the date and time prescribed. Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted. It is the sole responsibility of the bidder to see that its proposal is received online only via Quest CDN prior to the time for opening bids along with the appropriate bid security.
- 2.02 The following documents shall be completed and uploaded to Quest CDN. The bid cannot be read if any of these documents are omitted from the Proposal.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices (Fill out on Quest CDN)
 - Part G – Identity of Bidder;
- 2.03 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Storm Lake.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events: None

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Storm Lake and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Storm Lake from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.

- 3.04 The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state of foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
 - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

Expansion Boulevard Improvements – Pavement Rehabilitation City of Storm Lake

PROPOSAL: PART A – SCOPE

The City of Storm Lake, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the improvements on Expansion Boulevard Improvements – Pavement Rehabilitation.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only and are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and

2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

By

Name (Print/Type)

☐ Limited Liability Company

Title

☐ Joint-venture; all parties must join-in and
execute all documents

Street Address

☐ Other

City, State, Zip Code

The bidder shall enter its Public
Registration Number ____ - ____
issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the Contractor is registered.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or
electronic signatures will not be accepted.**

All bidders must submit the following completed form to the governmental body requesting bids per
875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be reason to reject my bid.

Firm Name: _____
Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Expansion Boulevard Improvements – Pavement Rehabilitation
City of Storm Lake

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXCAVATION, CLASS 13	CY	106	\$	\$
2	SUBGRADE PREPARATION	SY	636	\$	\$
3	SUBBASE, MODIFIED, 6"	SY	636	\$	\$
4	EXPLORATORY EXCAVATION	HR	20	\$	\$
5	SUBDRAIN, PVC, 6"	LF	4200	\$	\$
6	SUBDRAIN OUTLETS TO DITCH, PVC, 6"	EA	18	\$	\$
7	MANHOLE ADJUSTMENT, MINOR	EA	12	\$	\$
8	PAVEMENT, PCC, 8"	SY	545	\$	\$
9	HMA OVERLAY, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG58-34H	TON	1215	\$	\$
10	HMA OVERLAY, HIGH TRAFFIC (HT) SURFACE, 1/2", PG58-34H	TON	1254	\$	\$
11	GRANULAR SURFACING, VARIES	TON	873	\$	\$
12	REMOVAL OF SIDEWALK	SY	4	\$	\$
13	REMOVAL OF DRIVEWAY	SY	1128	\$	\$
14	SIDEWALK, PCC, 6"	SY	4	\$	\$

15	DRIVEWAY, PAVED, PCC, VARIES	SY	1128	\$	\$
16	DRIVEWAY, GRANULAR, VARIES	TON	25	\$	\$
17	FULL DEPTH PATCHES, PCC	SY	824	\$	\$
18	PARTIAL DEPTH PATCHES, PCC	SF	765	\$	\$
19	MILLING, 2"	SY	710	\$	\$
20	PAVEMENT REMOVAL	SY	545	\$	\$
21	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
22	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.5	\$	\$
23	MAILBOX REMOVAL AND REPLACEMENT	EA	2	\$	\$
24	INLET PROTECTION DEVICE, WATTLE	EA	5	\$	\$
25	MOBILIZATION	LS	1	\$	\$
26	CONSTRUCTION ALLOWANCE	LS	1	\$20,000.00	\$20,000.00
			TOTAL AMOUNT BID:		\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE DISTRICT AS NOTED IN SECTION 00500 – CONTRACT.

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SECTION 00420 - BID BOND

**Expansion Boulevard Improvements – Pavement Rehabilitation
City of Storm Lake**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, City of Storm Lake as Obligee, (hereinafter referred to as “the Jurisdiction”), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

Expansion Boulevard Improvements – Pavement Rehabilitation

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney’s fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

**(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)**

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

Number of years as a Contractor in construction work of this type _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Asphalt Mixes
- Concrete Mixes
- Concrete Aggregates
- Subdrain Pipe & appurtenances
- Erosion Control
- Plantings

******END OF SECTION******

SECTION 00500 - CONTRACT

Expansion Boulevard Improvements – Pavement Rehabilitation City of Storm Lake

THIS CONTRACT, made and entered into at _____
this _____ day of _____, by and between
the City of Storm Lake hereinafter called the "Jurisdiction", and _____,
hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Expansion Boulevard Improvements – Pavement Rehabilitation as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA 50588, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Expansion Boulevard Improvements – Pavement Rehabilitation

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

A. Completion Date

1. Parts of the work shall be completed on or before the following milestone.

Milestone 1: All partial and full depth PCC patching and placement of intermediate asphalt course must be completed on or before November 25, 2020.

2. All work under the Contract must be substantially complete on or before June 11, 2021.

3. All work under the contract must be completed and made ready for final payment on or before June 25, 2021.

B. Liquidated Damage

1. Milestones: Contractor shall pay Owner Three-hundred fifty-two dollars and twenty-five cents (\$352.25) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

2. Pay liquidated damages for noncompliance with said completion provisions in the amount of Seven-hundred, seventy-two dollars and twenty-five cents (\$772.25) for each day the work remains incomplete.

3. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for

completion and readiness for final payment, Contractor shall pay Owner One-hundred, seventy-one dollars and eighty-five cents (\$171.85) for each day that expires after such time until the Work completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Storm Lake , from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.

3. For purposes of the maintenance bond, acceptance of work shall be interpreted as the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08 and the maintenance period shall commence on the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08, unless otherwise modified by the Specifications or Written Agreement.

D. Bid Quantity Revisions

1. All quantities are estimates and subject to revision by the Jurisdiction.

2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR:

By _____
Mike Porsch, Mayor

(Seal)
ATTEST:

Mayra Martinez, City Clerk

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXCAVATION, CLASS 13	CY	106	\$	\$
2	SUBGRADE PREPARATION	SY	636	\$	\$
3	SUBBASE, MODIFIED, 6"	SY	636	\$	\$
4	EXPLORATORY EXCAVATION	HR	20	\$	\$
5	SUBDRAIN, PVC, 6"	LF	4200	\$	\$
6	SUBDRAIN OUTLETS TO DITCH, PVC, 6"	EA	18	\$	\$
7	MANHOLE ADJUSTMENT, MINOR	EA	12	\$	\$
8	PAVEMENT, PCC, 8"	SY	545	\$	\$
9	HMA OVERLAY, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG58-34H	TON	1215	\$	\$
10	HMA OVERLAY, HIGH TRAFFIC (HT) SURFACE, 1/2", PG58-34H	TON	1254	\$	\$
11	GRANULAR SURFACING, VARIES	TON	873	\$	\$
12	REMOVAL OF SIDEWALK	SY	4	\$	\$
13	REMOVAL OF DRIVEWAY	SY	1128	\$	\$
14	SIDEWALK, PCC, 6"	SY	4	\$	\$

15	DRIVEWAY, PAVED, PCC, VARIES	SY	1128	\$	\$
16	DRIVEWAY, GRANULAR, VARIES	TON	25	\$	\$
17	FULL DEPTH PATCHES, PCC	SY	824	\$	\$
18	PARTIAL DEPTH PATCHES, PCC	SF	765	\$	\$
19	MILLING, 2"	SY	710	\$	\$
20	PAVEMENT REMOVAL	SY	545	\$	\$
21	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
22	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.5	\$	\$
23	MAILBOX REMOVAL AND REPLACEMENT	EA	2	\$	\$
24	INLET PROTECTION DEVICE, WATTLE	EA	5	\$	\$
25	MOBILIZATION	LS	1	\$	\$
26	CONSTRUCTION ALLOWANCE	LS	1	\$20,000.00	\$20,000.00
			TOTAL AMOUNT BID:		\$

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SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Expansion Boulevard Improvements – Pavement Rehabilitation
City of Storm Lake

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Expansion Boulevard Improvements – Pavement Rehabilitation project in Storm Lake, IA 50588.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount

guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00800 - SPECIAL PROVISIONS

FOR

Expansion Boulevard Improvements – Pavement Rehabilitation
City of Storm Lake

TABLE OF CONTENTS

1. CONTRACT PROVISIONS
2. DEFINITION AND INTENT
3. GENERAL PROVISIONS AND COVENANTS
4. WORK REQUIRED
5. PLANS AND SPECIFICATIONS
6. SUBMITTALS
7. STANDARDS AND CODES
8. CONSTRUCTION GENERAL
9. EMPLOYMENT PRACTICES
10. RESPONSIBILITIES OF CONTRACTOR
11. WORK HOURS/COMMUNITY EVENTS
12. CONSTRUCTION FACILITIES
13. PROJECT SUPERVISION
14. COORDINATION WITH OTHERS
15. CONSTRUCTION LIMITS
16. CONSTRUCTION SCHEDULE
17. CONSTRUCTION PHASING
18. CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER & CONTRACTOR
19. MATERIALS TESTS
20. SOIL BORINGS
21. EXISTING UTILITIES
22. SALVAGE & MATERIALS / DISPOSAL
23. TRAFFIC CONTROL
24. TEMPORARY FENCES
25. EROSION & SEDIMENT CONTROL
26. DUST ABATEMENT
27. INCIDENTAL CONTRACT ITEMS

1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be substantially complete as detailed in Section 00500 – Contract.

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 –Contract per day will be assessed for each day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2020 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Owner”, “Jurisdiction” and “City” shall mean the City of Storm Lake, acting through the Expansion Boulevard Improvements – Pavement Rehabilitation Project.
- iv) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2020 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1020.1.09B, Unit Price Attachment.

- (a) A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.
- ii) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.
 - (a) Electronic submittal of shop drawings will be allowed.
 - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
- iii) Section 1050, 1.15 - Additional Contractor Responsibilities.
 - (a) Section 1050 1.15 is eliminated; Automatic machine guidance is permitted

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Expansion Boulevard Improvements – Pavement Rehabilitation as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

- a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.
- b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6) SUBMITTALS

- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
- b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to ensure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.
- c) The Engineer's review of a submittal shall not relieve the Contractor from the responsibility for deviation from the drawings and specifications unless the Contractor has, in writing, called the Engineer's attention to the deviations at the time of submission; nor shall it relieve the Contractor from the responsibility of errors within the submittal.

- d) All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review and found to be non-conforming, they will be subject to removal at the Contractor's expense.

7) STANDARDS AND CODES

- a) Construct improvements with best present day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) Iowa Department of Natural Resources (IDNR)
 - v) American National Standards Institute (ANSI).
 - vi) American Water Works Association (AWWA).
 - vii) American Welding Society (AWS).
 - viii) Federal Specifications (FS).
 - ix) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - x) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - xi) Standards and Codes of the State of Iowa and the ordinances of the Owner.
 - xii) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
- c) Permits Obtained by Contractor
 - i) The Contractor shall secure and pay for the cost of any permit not obtained by the Owner.
 - ii) The Owner has obtained the following permit(s):
 - (1) Iowa Department of Transportation (IDOT) – Work Within State Highway Right-of-Way

8) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Webster City and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.

- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and clean up activities as construction progresses.

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- b) The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.
 - i) None.

12) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.
- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall coordinate with property owners prior to beginning work that will affect their parcel.
- d) The Contractor shall coordinate all work requiring the limiting of access to buildings by emergency equipment with fire and emergency departments. This shall include notification of the daily construction schedule.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
- g) Upon work commencing, work shall be continuously pursued until the milestone/substantial completion is achieved.
- h) The Contractor shall not be allowed to leave the project site for a period of more than seven (7) consecutive calendar days, except for unforeseeable delays due to weather. Should the Contractor be absent from the project site for more than this duration, the Owner may **assess a fee in the amount of \$ 1500 per day for each day** that the Contractor is absent and until typical construction activity is resumed.

17) CONSTRUCTION PHASING

- a) Contractor shall refer to construction staging and traffic control plans when included in construction plans.

18) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All manholes and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment

19) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Owner. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- d) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- e) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

20) SOIL BORINGS

- a) The following report of explorations and tests of subsurface conditions at or contiguous to the Site are known to the owner.
 - i) Report dated May 22, 2020, prepared by Certified Testing Services, Inc., entitled: Geotechnical Engineering Report, Expansion Boulevard Improvements, consisting of 34 pages
 - ii) The subsurface conditions and ground water levels (or lack thereof) indicated in any soil boring log is only representative of the conditions present at the time the soil borings were taken and at the location of the soil boring. The soil conditions can be expected to vary in areas away from the soil boring locations and the ground water levels can be expected to vary in different locations and seasonally.
- b) The report can be found within the Appendix of these specifications.

21) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.

- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate with the utility and provide work schedules to the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

22) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Webster City retains first right of refusal for retaining any existing materials removed by the construction.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

23) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - The Engineer
 - The Owner
 - Local Law Enforcement Agencies
- b) The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- c) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.

- d) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure.
 - (2) The estimated schedule for completion of work.
 - (3) The estimated date for reopening of the street.
 - (4) Procedure for garbage collection/recycling and postal service.
- e) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives, walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- f) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- g) Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- h) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- i) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- j) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- k) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

24) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

25) EROSION & SEDIMENT CONTROL

- a) If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **Failure to perform this work within 24**

hours of notification of non-compliance may result in the Owner issuing a Municipal Infraction for Illicit Discharge and/or the Owner or Engineer arranging for completion of the work by others. A contract deduction shall be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.

- b) It shall be the Contractor's responsibility to update the Erosion Control plan during construction and have the plan available on site at all times.
- c) Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- d) Contractor shall prevent the accumulation of earth or debris on adjoining public or private property from the project. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- e) Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- f) Contractor shall use erosion control methods at all drainage courses, swales, and storm sewer inlets/outlets to protect against siltation and erosion.
- g) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- h) As construction progresses, stabilization is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
 - i) The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching, and surface restoration operations.

26) DUST ABATEMENT

- a) The Contractor shall perform dust control operations necessary to proactively prevent the production of dust in amounts to cause nuisance or damage to property, vegetation, animals, or persons in the vicinity of the construction.
- b) The Contractor shall keep the surface of construction work areas and unpaved haul roads moist by spraying with uncontaminated water so as to prevent, not just reduce, airborne dust.
- c) The Contractor shall suspend construction or haul traffic when the Contractor cannot prevent airborne dust until such time as dust control can be re-established to the required levels.
- d) The Contractor shall be responsible for any damage resulting from dust originating from the construction. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility under these Contract provisions.
- e) Requests by the Owner or Engineer for additional water to be placed for dust control shall be accomplished within 4 hours of notification and shall also include evenings and weekends as required or deemed necessary by the Owner or the Engineer. **Failure to perform the work requested within the 4 hours may result in the Owner or Engineer arranging for dust control by others. A contract deduction shall be made equal to the total of all costs to perform dust control so arranged, including not limited to labor, materials, equipment and administrative costs.**

27) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

- Concrete header removal
- Connections to existing storm sewer structures and pipes unless specified for separate payment
- Construction and removal of temporary access roads
- Construction fencing
- Construction staging & phasing
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Storm Lake
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Dust control measures
- Engineering Fabric
- Excavation, verification and protection of existing utilities
- Field and wood fence removal
- Field testing
- Finish grading
- Full depth sawcutting of existing pavement
- Grading for storm sewer outlets
- Granular backfill and bedding for storm and sanitary sewer installation
- Granular surfacing removal
- Maintenance and watering for seeding and sodding
- Maintenance of erosion control measures, including silt removal
- Material testing
- Monitoring weather conditions
- Mowing
- Overhaul
- Pipe and structure bedding material
- Porous backfill for subdrain
- Proof rolling
- Protection of existing hydrant(s) and valve(s)
- Protection of existing trees and plantings not shown as removals
- Protection of existing utilities and light poles
- Removing and reinstalling existing signs
- Reseeding
- Site cleanup/restoration
- Temporary safety closures
- Temporary sheeting and shoring
- Working backfill to reduce moisture content
- Working subgrade to achieve acceptable moisture content

******END OF SECTION******

NOTICE OF AWARD
(To be executed after bid is awarded)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, ST Zip _____

PROJECT TITLE: Expansion Boulevard Improvements – Pavement Rehabilitation
PROJECT DESCRIPTION: Partial and full depth PCC patching, complete asphalt overlay, and other related improvements along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street in Storm Lake, IA
OWNER'S NAME: City of Storm Lake

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2020, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the _____ day of _____, 2020.

You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Agreement acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Agreement.

Dated this, the _____ day of _____, 2020.

City of Storm Lake
Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this, the _____ day of _____, 2020.

BY: _____

TITLE: _____

NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved)

TO: Contractor

Address 1

Address 2

City, ST Zip

Date:

Project Title: Expansion Boulevard Improvements –
Pavement Rehabilitation

Project Owner: City of Storm Lake

Project Location: Storm Lake, IA 50588

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2019. The Contract Time shall commence to run on Anticipated start date: _____, 2020. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Storm Lake

Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this, the _____ day of _____, 2020.

BY: _____

TITLE: _____

Letter of Transmittal

Date: _____

Project No.: P11.120650

TO: _____

☐ UPS Dropdown Selection

☐ Fedex Ground

☐ Regular Mail

☐ Client Pick-up

☐ Hand Carry

☐ Fax

☐ Fax/Send

RE:

WE ARE ENCLOSING:

FOR YOUR:

☐ Review

☐ Records

☐ Approval

☐ Distribution

☐ Information

☐ Use as Requested

☐ Please Return Corrected Prints

REMARKS:

CC:

By:

APPENDIX



CERTIFIED TESTING SERVICES, INC.

GEOTECHNICAL ENGINEERING REPORT

**EXPANSION BOULEVARD IMPROVEMENTS
STORM LAKE, IOWA**

BOLTON & MENK, INC. JOB NO. 11.120650

CTS PROJECT NO. G6037S

This document was originally issued and sealed by Matthew R. Dailey, P.E., License No. 19700 on May 22, 2020.

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

Signature:

Name: Matthew R. Dailey, P.E. (date)

License Number 19700

My license renewal date is December 31, 2021

Pages or sheets covered by this seal:

This report contains 33 pages, including this page

CTS File Number G6037S



Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

May 22, 2020

Attn: Mr. Joshua Pope, P.E.
Bolton & Menk, Inc.
218 11th Street SW Plaza
Spencer, Iowa 51301

Re: Geotechnical Engineering Report
Expansion Blvd Improvements
Storm Lake, Iowa
Bolton & Menk, Inc. Job No. 11.120650
CTS Job No. G6037S

Dear Mr. Pope:

Certified Testing Services, Inc. is pleased to transmit our Geotechnical Engineering Report for the referenced project. This report includes the results of field and laboratory testing, provides recommendations for the proposed construction and groundwater information.

We appreciate the opportunity to perform this Geotechnical Study and look forward to continued participation during the design and construction phases of this project. If you have any questions pertaining to this report or if we may be of further service, please contact our office.

Respectfully submitted,
CERTIFIED TESTING SERVICES, INC.

James A. Bertsch, P.E. IA 12121
Senior Geotechnical Engineer

Matthew R. Dailey, P.E. IA 19700
Geotechnical Department Manager

JAB/MRD/jb

GEOTECHNICAL ENGINEERING REPORT

**EXPANSION BLVD IMPROVEMENTS
STORM LAKE, IOWA**

**BOLTON & MENK, INC. JOB NO. 11.120650
CTS PROJECT NO. G6037S**

PREPARED FOR

**ATTN: MR. JOSHUA POPE, P.E.
BOLTON & MENK, INC.
218 11TH STREET SW PLAZA
SPENCER, IOWA 51301**

MAY 22, 2020

TABLE OF CONTENTS

	Page No.
PROJECT INFORMATION	1
Project Authorization	1
Project Description.....	1
Purpose and Scope of Services	1
SITE AND SUBSURFACE CONDITIONS	2
Site Location and Description.....	2
Subsurface Conditions	2
Water Level Measurements	2
EVALUATION AND RECOMMENDATIONS	3
Geotechnical Discussion.....	3
Site Preparation.....	3
CONSTRUCTION CONSIDERATIONS	4
Moisture Sensitive Soils/Weather Related Concerns	4
Drainage and Groundwater Considerations	4
Excavations	5
REPORT LIMITATIONS	5
Appendix	
Boring Location Plan	
Boring Logs	
Soil Classification Chart and General Notes	
Core Pictures	

PROJECT INFORMATION

Project Authorization

Certified Testing Services, Inc. has completed a subsurface exploration for the Expansion Blvd Improvement project in Storm Lake, Iowa. CTS's work was approved through Bolton & Menk, Inc., Subcontract Agreement, Task Order Number 2020-02 that was dated April 14, 2020. This work was performed in accordance with CTS Proposal Number 5183 dated March 30, 2020.

Project Description

Mr. Jonathan De Graaf of Bolton & Menk, Inc. presented preliminary information in a telephone conversation and emails on March 30, 2020. One of the emails included an untitled map of the project area that was dated March 30, 2020. Mr. Joshua Pope of Bolton & Menk, Inc. provided additional information in emails on April 21 and 24, 2020. One of the emails on April 21, 2020, included Sheet 1 that was titled, "Boring Locations" and photos showing the recommended boring locations for B8, B10, B11, and B12. CTS understands that the project will be approximately 4,000 feet long. It is also understood that the purpose of the work is to determine the existing pavement condition, determine the existing pavement thickness, comment on the competency of the subgrade material and provide a recommendation for an asphalt overlay thickness. It is understood that the overlay will be designed based on a 50-year pavement life, 60% truck traffic with an AADT of 1,579 and a growth rate of 4.48%.

Purpose and Scope of Services

The purpose of this study was to explore the subsurface conditions at the site to provide an opinion as to the competency of the existing pavement for an overlay based on visual observations of the cores obtained in the field, recommendations for pavement subgrade preparation in areas where existing pavement may need to be removed and asphalt overlay thickness recommendation, and ground water recommendations. Our scope of services included coring thirteen locations and obtaining soil sampled to depths of 5 feet below the top of the existing pavement in the project area. The scope of work also included select laboratory testing, and preparation of this geotechnical report. This report briefly outlines the testing procedures, presents available project information, describes the site and subsurface conditions, existing pavement thicknesses, granular based thickness, if any, condition of the subgrade, recommended pavement subgrade preparation in areas where the existing pavement will be removed, asphalt overlay thickness recommendations, and groundwater information. The scope of services did not include an environmental assessment of the site.

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The work was performed along Expansion Boulevard starting at Radio Road and extending to the east to approximately 500 feet east of the intersection of Gilbert Street and Expansion Blvd and the north 100 feet of Gilbert Street in Storm Lake Iowa. At the time of drilling, the surface material at the boring locations consisted of concrete pavement that varied in thickness for 7.5 inches to 9.5 inches. A granular base consisting of 1-inch to 2 inches of sand was encountered in Borings B1 and B3. The surface at the boring locations was firm at the time of our site visit and the drill rig did not experience difficulty moving around the boring locations.

Subsurface Conditions

The site subsurface conditions were explored by coring thirteen boring locations and obtaining soil samples to depths of 5 feet below the existing top of pavement surface. The boring locations and depths were determined by Bolton & Menk, Inc. personnel. The approximate locations of the borings indicated in the "Boring Location Plan" attached in the Appendix, which is a copy of Sheet 1 provided in an email by Mr. Pope. The pictures of the cores are presented in the "Core Pictures" section of the Appendix.

The borings were advanced utilizing flight auger drilling methods and soil samples were routinely obtained during the drilling process. Select soil samples were later tested in the laboratory to determine materials properties for our evaluation. Soil sampling and the laboratory testing were accomplished generally in accordance with ASTM procedures.

The subsurface material encountered below the pavement generally consisted of lean clay with sand fill, sandy lean clay fill, well-graded sand with clay and gravel fill, lean clay with sand glacial sediment, lean to fat clay glacial sediment, sandy lean clay with glacial sediment, and lean clay with sand leached till.

The boring logs included in the Appendix should be reviewed for specific information at individual boring locations. The boring logs include soil/rock descriptions, stratifications, penetration resistances, and locations of the samples and laboratory test data. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual. Water level information obtained during field operations is also shown on these boring logs. Samples that were not altered by laboratory testing will be retained for 30 days from the date of this report and then will be discarded.

Water Level Measurements

Free water was not encountered in the borings at the time of drilling. It should be noted that with the relatively impervious material encountered in the borings that a long

monitoring time would have been required to determine the static water level, which was beyond our scope of work. Water levels should be expected to fluctuate with changes in climatic conditions. The water level measurements presented in this report are the levels that were measured at the time of our field activities.

EVALUATIONS AND RECOMMENDATIONS

Geotechnical Discussion

It is CTS's opinion, based on our visual observations of the pavement cores, that the concrete observed in the borings that the existing PCC pavement is suitable for an asphalt overlay. However, it should be noted that using SUDAS Design Standards and the traffic design information provided by Bolton & Menk, Inc. the thickness of the concrete should have been 10 inches. The actual thickness of the pavement varied from 7.5 inches to 9.5 inches with an average thickness, not counting the one measurement of 9.5 inches, was 8.1 inches. Based on the average thickness of pavement, CTS recommends that the asphalt overlay be a minimum thickness of 2.5 inches

It should be noted that fill material was encountered in the borings with the exception of Boring B7, which did not encounter fill material. It is CTS's opinion that the existing fill material encountered in the borings, with the exception of the well-graded sand fill encountered in Boring B10, was placed with considerable compactive effort and was suitable to support the existing pavement. The well-graded sand fill material in Boring B10 had standard penetration test values of 5 BPF, which would indicate that this material was placed with little compactive effort and would not have been suitable for support of the pavement. CTS recommends that areas where pavement is removed and replaced have the subgrade density tested, if fill material is encountered. Areas where the pavement is removed and replaced and fill material is not encountered should have the top 8 inches to 12 inches of the subgrade scarified, moisture conditioned and compacted to meet the requirements of the "Site Preparation" section of this report.

Site Preparation

In areas where existing pavement is removed and replaced CTS recommends that soft material, organic material, material containing frost, and unsuitable soils be stripped from the site and either wasted or stockpiled for later use in landscaping. The site soils are suitable for use as structural fill. A representative of the geotechnical engineer should determine the depth of removal at the time of construction.

After removing the existing pavement, where possible the subgrade should be proofrolled with the heaviest equipment that will be used on the subgrade. Soils that are observed to rut or deflect excessively (typically greater than 1-inch) under the moving load should be undercut and replaced with properly compacted fill. The proofrolling and undercutting activities should be witnessed by a representative of the geotechnical engineer and should be performed during a period of dry weather. If excessive movement is observed

during the proofrolling, the proofrolling should be stopped and the site evaluated by the geotechnical engineer or his representative.

After subgrade preparation and observation have been completed, fill placement, if any, may begin. Fill materials should be lean clay material free of organic or other deleterious materials, have a maximum particle size of less than 3-inches, and have a liquid limit less than 45 and plasticity index less than 22. Close moisture control of the lean clay will be required in order to obtain compaction. Fill materials should not contain frost and new fill should not be placed on frozen ground.

Structural fill should be placed in maximum loose lifts of 4 inches for hand compaction equipment and 8 inches for riding compaction equipment and compacted to at least 95 percent of the material's standard Proctor maximum dry density. Lean clay should be compacted to within a minus 3 percent to a plus 3 percent of the optimum moisture content as determined in general accordance with ASTM D 698 procedures. The moisture content of the material should be maintained between the recommended moisture contents until concrete is placed on the material. Materials that undergo increases or decreases in moisture content beyond the recommended moisture content ranges should be scarified, moisture conditioned and compacted to meet these moisture ranges just prior to pavement being placed. Every other lift of compacted-engineered fill should be tested by a representative of the geotechnical engineer prior to placement of subsequent lifts.

CONSTRUCTION CONSIDERATIONS

CTS should be retained to provide observation and testing of construction activities involved in the street activities of this project. CTS cannot accept responsibility for conditions that deviate from those described in this report, nor for the performance of the subgrade if not engaged to also provide construction observation and testing for this project.

Moisture Sensitive Soils and Weather Related Concerns

The fine-grained soils encountered at this site may be sensitive to disturbances caused by construction activity and to changes in moisture content. During wet weather periods, increases in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. In addition, soils that become wet may be slow to dry and thus significantly retard the progress of grading and compaction activities. It will, therefore, be advantageous to perform earthwork and pavement construction activities during dry weather.

Drainage and Groundwater Considerations

Water should not be allowed to collect on prepared subgrade of the construction area either during or after construction. Undercut or excavated areas should be sloped to facilitate removal of collected rainwater, groundwater, or surface runoff. Positive site drainage should be provided to reduce infiltration of surface water into the existing material.

Free groundwater was not encountered at the time of the field exploration and will not affect construction of the project. The contractor should be prepared to handle water. Water should be removed from excavations by pumping; however, the clayey sand may require well points.

Excavations

In Federal Register, Volume 54, Number 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better enhance the safety of workers entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. The site lean clay material is Class B material and the well-graded sand material is a Class C material in accordance with OSHA criteria.

We are providing this information solely as a service to our client. CTS does not assume responsibility for construction site safety or the contractor's or other party's compliance with local, state, and federal safety or other regulations.

REPORT LIMITATIONS

The recommendations submitted are based on the available subsurface information obtained by CTS and design details furnished by Mr. Jonathan De Graaf and Mr. Joshua Pope of Bolton & Menk, Inc. If deviations from the subsurface conditions noted in this report are encountered during construction, CTS should be notified immediately to determine if changes in the recommendations are required. If CTS is not retained to perform these functions, CTS will not be responsible for the impact of those conditions on the project.

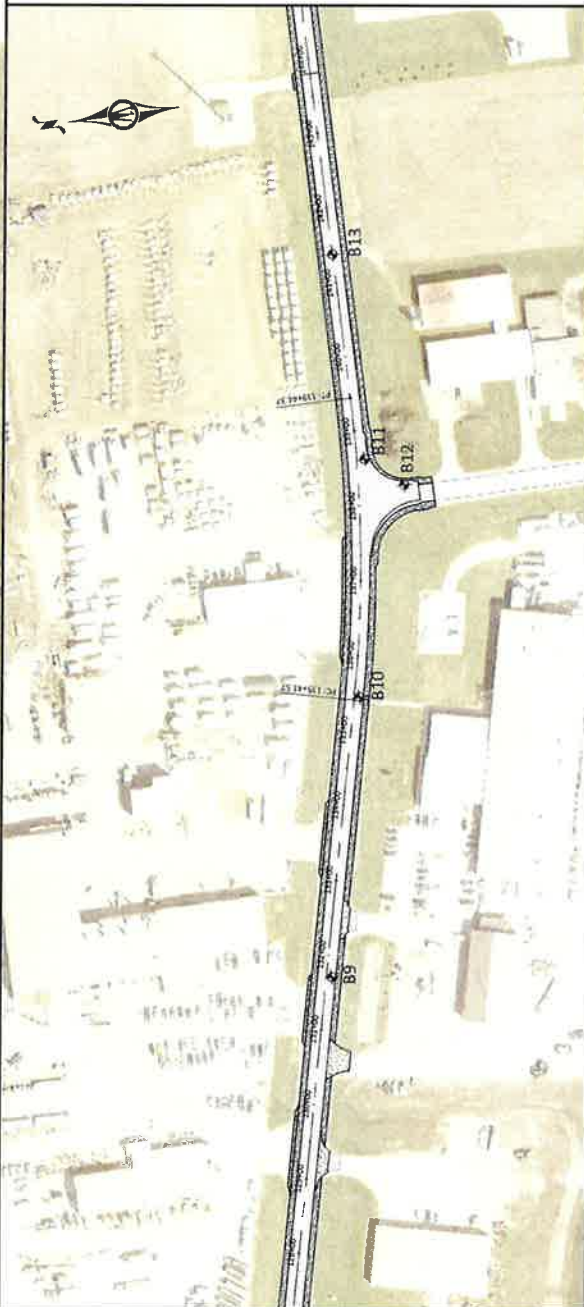
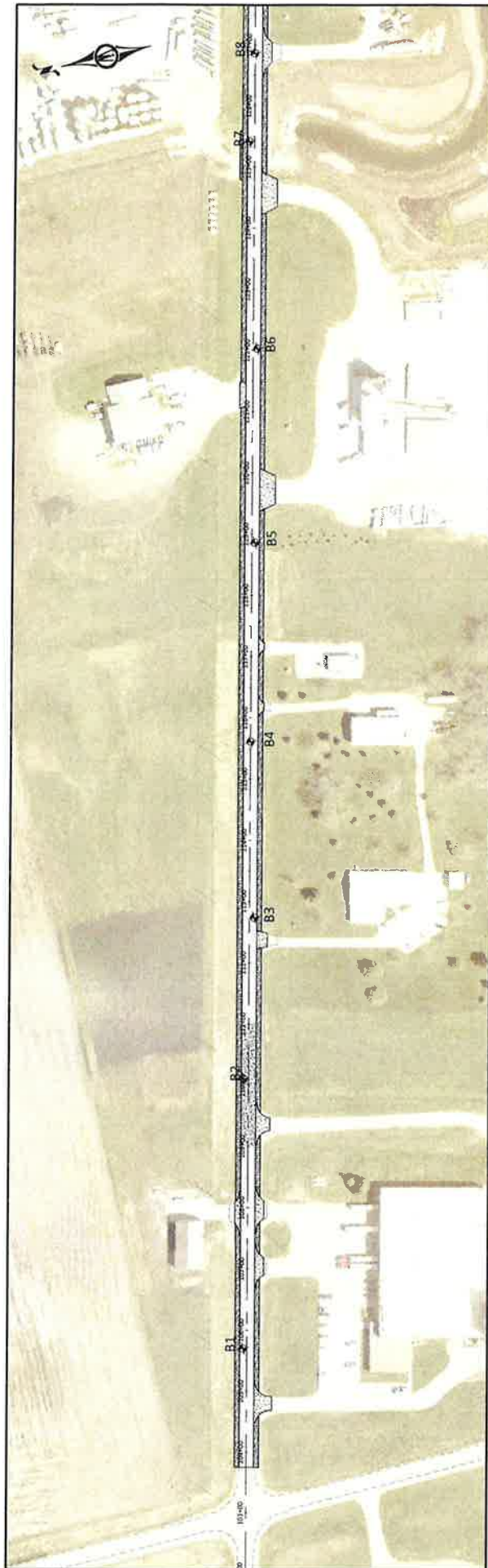
The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to

check that our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of the Bolton & Menk, Inc. and City of Storm Lake and their consultants for the specific application to the Expansion Boulevard Improvements in Storm Lake, Iowa.

APPENDIX

BORING LOCATION PLAN



LOCATIONS ARE APPROXIMATE, MOVE LOCATIONS AS NEEDED TO LINE UP WITH PAVEMENT DEFICIENCIES.

LOCATIONS 8, 10, 11, AND 12 SHOULD BE LOCATED AS SHOWN IN THE PICTURES ON THE FOLLOWING PAGE.

PLEASE TAKE PICTURES OF ALL CORES AND CORE LOCATIONS.

BOLTON & MENK

218 11TH STREET NW PIAZZA
SPENCER, IOWA 51301
Email: bmenk@bolton-menk.com
www.bolton-menk.com

PROJECT: 2020 BOURBON BOULEVARD IMPROVEMENTS
SHEET: 1

DATE: 10/15/2020
DRAWN BY: JMM
CHECKED BY: JMM
APPROVED BY: JMM

BORING LOGS



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
 Project: **Expansion Blvd Improvements**
 Date Started: **5/14/20**
 Date Completed: **5/14/20**

Boring No.: **B-1**
 Boring Location: **42.63721N, -95.17019W**
 Drill Type: **Flight Auger**
 Ground Elev.:

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
SOIL DESCRIPTION																
			8.5-Inch Concrete Layer													
			1-Inch Sand Layer													
			FILL, Lean Clay with Sand, Dark Gray Brown, Very Moist				2-4-11 N= 15	23								
			LEAN CLAY WITH SAND, Yellow Gray, Moist, Glacial Sediment				CL		14	114	82	3.00				
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
Project: **Expansion Blvd Improvements**
Date Started: **5/14/20**
Date Completed: **5/14/20**

Boring No.: **B-2**
Boring Location: **42.63698N, -95.16871W**
Drill Type: **Flight Auger**
Ground Elev.:

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
SOIL DESCRIPTION																
			8-Inch Concrete Layer													
			FILL, Lean Clay with Sand, Dark Brown and Light Brown, Moist					16	111	86	3.75					
			LEAN TO FAT CLAY, Dark Gray Brown, Very Moist, Stiff, Glacial Sediment			CL-CH	3-4-8 N= 12	25								
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
 Project: **Expansion Blvd Improvements**
 Date Started: **5/14/20**
 Date Completed: **5/14/20**

Boring No.: **B-3**
 Boring Location: **42.63675N, -95.16761W**
 Drill Type: **Flight Auger**
 Ground Elev.:

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
SOIL DESCRIPTION																
			8-Inch Concrete Layer													
			2-Inch Sand Layer													
			FILL, Lean Clay with Sand, Dark Brown, Gray and Yellow Orange, Moist					3-4-8 N= 12	11							
			LEAN CLAY WITH SAND, Yellow Gray, Very Moist, Glacial Sediment				CL		23	100	94	1.50				
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
 Project: **Expansion Blvd Improvements**
 Date Started: **5/14/20**
 Date Completed: **5/14/20**

Boring No.: **B-5**
 Boring Location: **42.63643N, -95.16546W**
 Drill Type: **Flight Auger**
 Ground Elev.: _____

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
			SOIL DESCRIPTION													
			8.25-Inch Concrete Layer													
			FILL, Sandy Lean Clay, Dark Brown, Very Moist				3-5-10 N= 15	19								
			(Sand Layers, Yellowish Orange, Yellow Gray and Medium Brown)					16	115	99	1.50					
5			SANDY LEAN CLAY, Medium Brown, Moist, Glacial Sediment			CL										
			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
Project: **Expansion Blvd Improvements**
Date Started: **5/14/20**
Date Completed: **5/14/20**

Boring No.: **B-6**
Boring Location: **42.63619N, -95.16444W**
Drill Type: **Flight Auger**
Ground Elev.:

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
SOIL DESCRIPTION																
			8.75-Inch Concrete Layer													
			FILL, Sandy Lean Clay, Dark Brown and Light Brown, Moist					14	114	84	4.00					
			SANDY LEAN CLAY, Gray and Yellow Brown, Moist, Stiff, Glacial Sediment			CL	2-3-4 N= 7	14								
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
Project: **Expansion Blvd Improvements**
Date Started: **5/14/20**
Date Completed: **5/14/20**

Boring No.: **B-7**
Boring Location: **42.63605N, -95.16326W**
Drill Type: **Flight Auger**
Ground Elev.:

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
SOIL DESCRIPTION																
			8.5-Inch Concrete Layer													
			LEAN CLAY WITH SAND, Dark Gray Brown, Very Moist to Moist, Stiff, Glacial Sediment				CL	2-4-6 N= 10	23							
			(Grayish Yellow Brown)						16	112	88	1.00				
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
 Project: **Expansion Blvd Improvements**
 Date Started: **5/13/20**
 Date Completed: **5/13/20**

Boring No.: **B-9**
 Boring Location: **42.63556N, -95.16080W**
 Drill Type: **Flight Auger**
 Ground Elev.: _____

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
SOIL DESCRIPTION																
			8.5-Inch Concrete Layer													
			FILL, Lean Clay with Sand, Dark Gray Brown, Very Moist, Oxidized				3-3-6 N= 9	22								
			LEAN CLAY WITH SAND, Dark Gray Brown, Very Moist to Moist, Glacial Sediment			CL										
			(Light Gray and Yellowish Orange, Sand Lenses)					15	114	89	2.00					
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
 Project: **Expansion Blvd Improvements**
 Date Started: **5/13/20**
 Date Completed: **5/13/20**

Boring No.: **B-10**
 Boring Location: **42.63535N, -95.15952W**
 Drill Type: **Flight Auger**
 Ground Elev.:

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
SOIL DESCRIPTION																
			9.5-Inch Concrete Layer													
			FILL, Well-Graded Sand with Clay and Gravel, Medium Yellow Brown, Moist					7								
							4-2-3 N= 5	4								
							1-2-3 N= 5	5								
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
 Project: **Expansion Blvd Improvements**
 Date Started: **5/13/20**
 Date Completed: **5/13/20**

Boring No.: **B-11**
 Boring Location: **42.63522N, -95.15837W**
 Drill Type: **Flight Auger**
 Ground Elev.:

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
			SOIL DESCRIPTION													
			8.75-Inch Concrete Layer													
			FILL, Lean Clay with Sand, Medium Brown, Yellowish Orange and Olive Gray, Moist				2-4-7 N= 11	14								
			(Dark Brown and Yellow Brown)					16	112	90	1.50					
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

Job Number: **G6037S**
 Project: **Expansion Blvd Improvements**
 Date Started: **5/13/20**
 Date Completed: **5/13/20**

Boring No.: **B-12**
 Boring Location: **42.63511N, -95.15846W**
 Drill Type: **Flight Auger**
 Ground Elev.:

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
SOIL DESCRIPTION																
			7.5-Inch Concrete Layer													
			FILL, Lean Clay with Sand, Dark Gray Brown and Yellowish Orange, Very Moist					22	103	95	3.50					
			FILL, Well-Graded Sand with Clay and Gravel, Medium Yellow Brown, Moist													
			SANDY LEAN CLAY, Grayish Yellow Brown, Moist, Medium, Glacial Sediment			CL	1-2-3 N= 5	14								
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Sheet 1 of 1

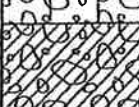
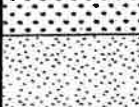
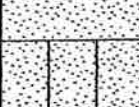
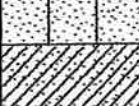
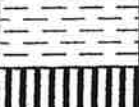
Job Number: **G6037S**
 Project: **Expansion Blvd Improvements**
 Date Started: **5/13/20**
 Date Completed: **5/13/20**

Boring No.: **B-13**
 Boring Location: **42.63525N, -95.15734W**
 Drill Type: **Flight Auger**
 Ground Elev.: _____

Depth in Feet	Graphic Log	Sample Type	 Shelby Tube	 Standard Split Spoon	 Water Level ATD	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows/ 1-3/4")
			 Modified California	 Grab Sample	 Water Level After 24-Hours											
			SOIL DESCRIPTION													
			7.5-Inch Concrete Layer													
			FILL, Lean Clay with Sand, Dark Gray Brown and Olive Gray, Very Moist				3-4-8 N= 12	21								
			LEAN CLAY WITH SAND, Light Gray and Yellowish Orange, Moist, Leached Till					15	117	93	2.00					
5			END OF BORING AT 5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													

SOIL CLASSIFICATION CHART AND GENERAL NOTES

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

GENERAL NOTES

SAMPLING SYMBOLS:

	STANDARD PENETRATION TEST – 1 3/8" I.D., 2" O.D.
	SHELBY THIN-WALLED TUBE – 3" O.D. UNDISTURBED SAMPLE
	GRAB SAMPLE
	ROCK CORE
	AUGER SAMPLE
	NO RECOVERY

WATER LEVEL MEASUREMENT SYMBOLS:

	WATER LEVEL AT TIME OF DRILLING
	WATER LEVEL AFTER 7 DAYS

CONSISTENCY OF FINE-GRAINED SOILS	
UNCONFINED COMPRESSIVE STRENGTH, QU, PSF	CONSISTENCY
< 500	VERY SOFT
500 - 1,000	SOFT
1,001 - 2,000	MEDIUM
2,001 - 4,000	STIFF
4,001 - 8,000	VERY STIFF
8,001 - 16,000	HARD
> 16,000	VERY HARD

RELATIVE DENSITY OF COARSE GRAINED SOILS	
N-BLOWS/FT.	RELATIVE DENSITY
0 - 3	VERY LOOSE
4 - 9	LOOSE
10 - 29	MEDIUM DENSE
30 - 49	DENSE
50 - 80	VERY DENSE
80 +	EXTREMELY DENSE

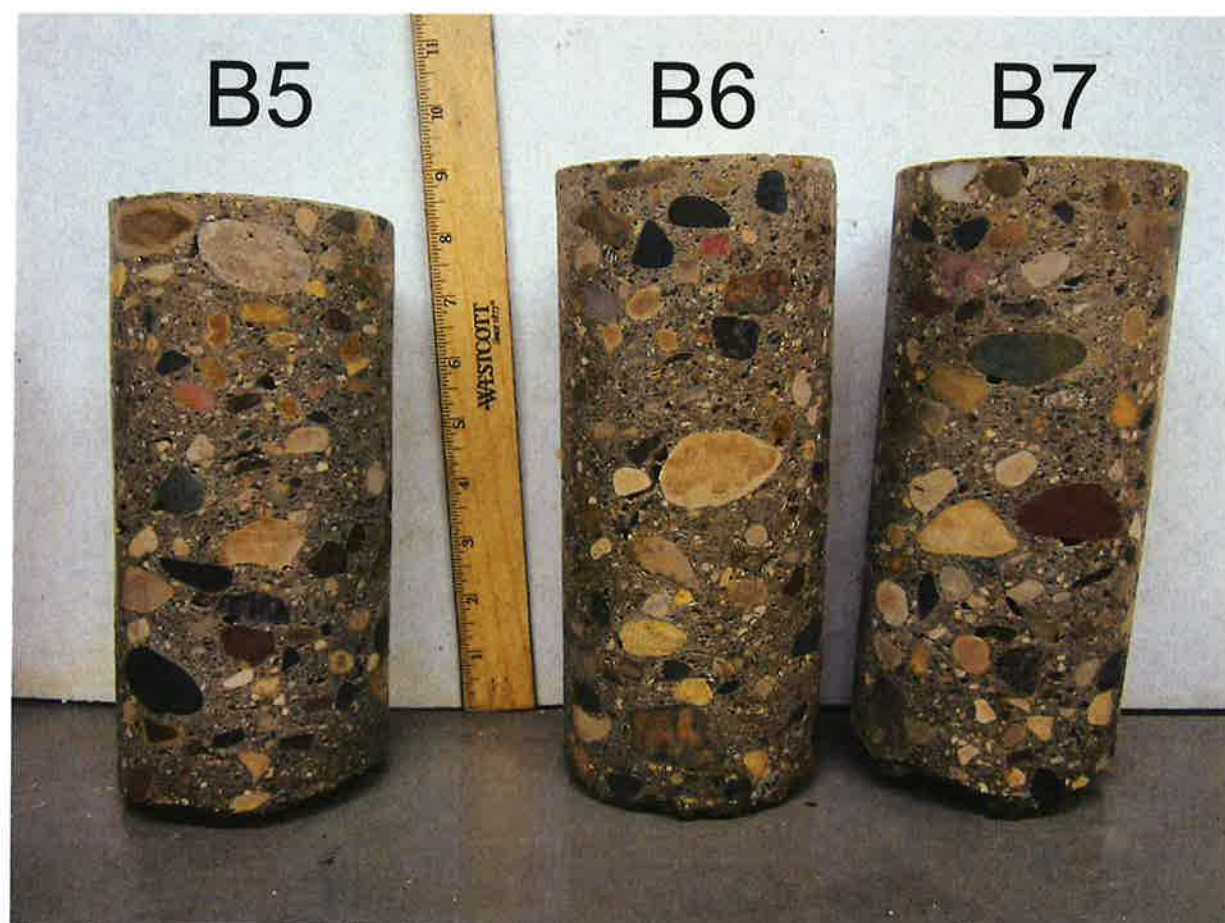
RELATIVE PROPORTIONS OF SAND AND GRAVEL	
DESCRIPTIVE TERM(S) (OF COMPONENTS ALSO PRESENT IN SAMPLE)	PERCENT OF DRY WEIGHT
WITH	15 - 29
MODIFIER	> 30

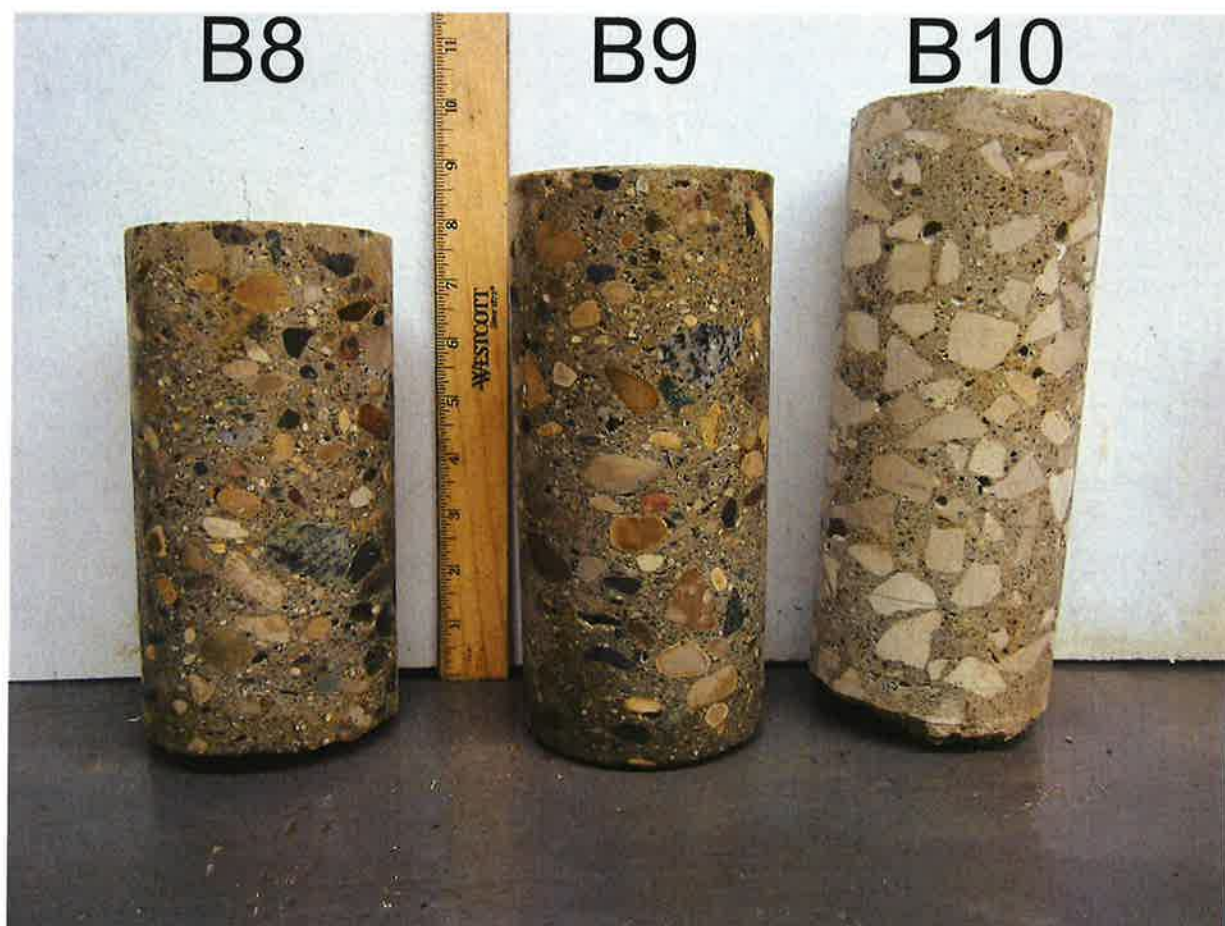
RELATIVE PROPORTIONS OF FINES	
DESCRIPTIVE TERM(S) (OF COMPONENTS ALSO PRESENT IN SAMPLE)	PERCENT OF DRY WEIGHT
WITH	15 - 29
MODIFIER	> 30

GRAIN SIZE TERMINOLOGY	
MAJOR COMPONENT OF SAMPLE	SIZE RANGE
BOULDERS	OVER 12 IN. (300MM)
COBBLES	12 IN. TO 3 IN. (300 MM TO 75 MM)
GRAVEL	3 IN. TO #4 SIEVE (75MM TO 4.75MM)
SAND	#4 TO #200 SIEVE (4.75MM TO 0.075 MM)
SILT OR CLAY	PASSING #200 SIEVE (0.075MM)



CORE PICTURES





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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	FILL PIPE		TRASH CAN
	FIRE HYDRANT		UTILITY MARKER
	FLAG POLE		VALVE
	FLARED END / APRON		VALVE POST INDICATOR
	FUEL PUMP		VALVE VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT ON POLE		
	LIGHT-GROUND		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	ASPHALT		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL, 1-800-292-8989.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		



BOLTON & MENK

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
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DESIGNED	DRAWN	CHECKED	CLIENT PROJ. NO.
JJD	JJD	JAP	

NO.	ISSUED FOR	DATE
0	BID	06/01/2020

CITY OF STORM LAKE, IOWA	
2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION	
LEGEND	

SHEET
G0.02

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ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
1	2010-108-E-0	EXCAVATION, CLASS 13	CY	106
2	2010-108-G-0	SUBGRADE PREPARATION	SY	636
3	2010-108-I-0	SUBBASE, MODIFIED, 6"	SY	636
4	2010-108-X-X	EXPLORATORY EXCAVATION	HR	20
5	4040-108-A-0	SUBDRAIN, HDPE, 6"	LF	4200
6	4040-108-D-0	SUBDRAIN OUTLETS TO DITCH, HDPE, 6"	EA	18
7	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	12
8	7010-108-A-0	PAVEMENT, PCC, 8"	SY	545
9	7021-108-A-0	HMA OVERLAY, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG58-34H	TON	1215
10	7021-108-A-0	HMA OVERLAY, HIGH TRAFFIC (HT) SURFACE, 1/2", PG58-34H	TON	1254
11	7030-108-X-X	GRANULAR SURFACING, VARIES	TON	873
12	7030-108-A-0	REMOVAL OF SIDEWALK	SY	4
13	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	1128
14	7030-108-E-0	SIDEWALK, PCC, 6"	SY	4
15	7030-108-H-1	DRIVEWAY, PAVED, PCC, VARIES	SY	1128
16	7030-108-H-2	DRIVEWAY, GRANULAR, VARIES	TON	25
17	7040-108-A-0	FULL DEPTH PATCHES, PCC	SY	824
18	7040-108-C-0	PARTIAL DEPTH PATCHES, PCC	SF	765
19	7040-108-G-0	MILLING, 2"	SY	710
20	7040-108-H-0	PAVEMENT REMOVAL	SY	545
21	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
22	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.5
23	9010-108-X-X	MAILBOX REMOVAL AND REPLACEMENT	EA	2
24	9040-108-T-1	INLET PROTECTION DEVICE, WATTLE	EA	5
25	11020-108-A-1	MOBILIZATION	LS	1
26	12000-108-X-X	CONSTRUCTION ALLOWANCE	LS	1

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-E-0	EXCAVATION, CLASS 13 TOPSOIL STRIPPING, SALVAGING AND RE-SPREADING TO 4" MINIMUM THICKNESS IN ALL AREAS TO BE SEEDED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
2	2010-108-G-0	SUBGRADE PREPARATION
3	2010-108-I-0	SUBBASE, MODIFIED, 6"
4	2010-108-X-X	EXPLORATORY EXCAVATION THIS ITEM IS FOR THE INVESTIGATION OF LOCATIONS AND ELEVATIONS OF AN EXISTING UTILITY TO VERIFY THE POTENTIAL FOR CONFLICTS. THE ENGINEER OR THEIR REPRESENTATIVE MUST VERIFY THE CONDITIONS FOUND. NO PAYMENT WILL BE MADE FOR EXPLORATORY EXCAVATION UNLESS SPECIFICALLY DIRECTED AND AGREED TO BY THE ENGINEER. EXPLORATORY EXCAVATION WILL NOT BE PAID FOR EXCAVATION REQUIRED TO LOCATE AND CONNECT TO EXISTING PIPES UNLESS THE ENGINEER AGREES THAT EXCAVATION BEYOND WHAT COULD BE CONSIDERED REASONABLE IS REQUIRED. WHERE EXPLORATORY EXCAVATION IS PERFORMED IN A LOCATION THAT WILL NOT BE DISTURBED LATER, BACKFILL SHALL BE PLACED AND COMPACTED TO THE DENSITY SPECIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS FOR THE TYPE OF UTILITY LOCATED. CONTRACTOR HAS THE OPTION TO USE OPEN EXCAVATION OR VACUUM TYPE EQUIPMENT TO PERFORM THE EXCAVATION DEPENDING UPON SITE CONDITIONS.
5	4040-108-A-0	SUBDRAIN, HDPE, 6" SUBDRAIN SHALL BE TYPE 1 PERFORATED HDPE. BACKFILL SHALL BE PEA GRAVEL.
6	4040-108-D-0	SUBDRAIN OUTLETS TO DITCH, HDPE, 6" ALL AGGREGATE, CONCCRETE BLOCKS, AND REMOVALBLE FORK SHALL BE CONSIDERED INCIDNETAL TO THIS ITEM. EXACT LOCATIONS FOR OUTLETS SHALL BE FIELD-MARKED BY ENGINEER. NO TEES OR WYES SHALL BE USED.
7	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR CASTING SHALL BE SW-601 TYPE B, PCC. CAST IRON EXTENSION RINGS SHALL BE USED FOR EACH HMA OVERLAY. EXTENSION RINGS SHALL BE SOLID, NON-ADJUSTABLE AS MANUFACTURED BY EAST JORDAN IRON WORKS, ESS BROTHERS, NEENAH FOUNDRY, OR APPROVED SUBSTITUTION AND INSTALLED TO MANUFACTURER RECOMMENDATIONS. ADJUSTING RINGS SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM AND SHALL BE PLASTIC.
8	7010-108-A-0	PAVEMENT, PCC, 8" GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER.
9	7021-108-A-0	HMA OVERLAY, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG58-34H USE OF WMA, RAP, AND RAS IS PERMITTED. AIR VOID TARGET CONTENT IS 4.0%. A 1' WIDE FILLET SHALL BE PLACED ON EXISTING CONCRETE DRIVEWAYS TO MAINTAIN A DRIVABLE TRANSITION DURING CONSTRUCTION AND SHALL BE CONSIDERED INCIDENTAL. CUTBACK ASPHALTS MAY ONLY BE USED UPON ENGINEER APPROVAL.
10	7021-108-A-0	HMA OVERLAY, HIGH TRAFFIC (HT) SURFACE, 1/2", PG58-34H USE OF WMA, RAP, AND RAS IS PERMITTED. AIR VOID TARGET CONTENT IS 4.0%. CUTBACK ASPHALTS MAY ONLY BE USED UPON ENGINEER APPROVAL.

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
11	7030-108-X-X	GRANULAR SURFACING, VARIES CLASS A CRUSHED STONE COMPLYING WITH IOWA DOT SECTION 2315 SHALL BE USED FOR SHOULDERING AND DRIVEWAYS.
12	7030-108-A-0	REMOVAL OF SIDEWALK REMOVAL LIMITS SHALL BE FIELD-MARKED BY ENGINEER.
13	7030-108-A-0	REMOVAL OF DRIVEWAY REMOVAL LIMITS SHALL BE FIELD-MARKED BY ENGINEER. SAWING AND REMOVAL OF TEMPORARY HMA FILLET SHALL BE INCIDENTAL TO THIS ITEM. SEE DETAIL SHEETS FOR DRIVEWAY REPLACEMENT SEQUENCING.
14	7030-108-E-0	SIDEWALK, PCC, 6" GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. CURE SHALL BE USED ON ALL NEW CONCRETE SURFACES.
15	7030-108-H-1	DRIVEWAY, PAVED, PCC, VARIES GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. ENGINEER SHALL DETERMINE A NOMINAL THICKNESS FOR EACH DRIVEWAY MARKED FOR REMOVAL. CONSTRUCT EACH DRIVE TO THE EXISTING DEPTH WITH A MINIMUM DEPTH OF 6". PAYMENT WILL BE BASED ON THE AREA PAVED TIMES THE NOMINAL THICKNESS. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. CURE SHALL BE USED ON ALL NEW CONCRETE SURFACES. SEE DETAIL SHEETS FOR PCC DRIVEWAY CONSTRUCTION SEQUENCING. CONTRACTOR SHALL COORDINATE DRIVEWAY REPLACEMENTS TO MAINTAIN ACCESS TO ALL BUSINESS AT ALL TIMES. HOT POUR JOINT FILLER SHALL BE PLACED BETWEEN THE DRIVEWAY AND THE HMA PAVEMENT INCIDENTAL TO THIS ITEM.
16	7030-108-H-2	DRIVEWAY, GRANULAR, VARIES CLASS A CRUSHED STONE COMPLYING WITH IOWA DOT SECTION 2315 SHALL BE USED FOR SHOULDERING AND DRIVEWAYS
17	7040-108-A-0	FULL DEPTH PATCHES, PCC PATCHES WITH MANHOLES SHALL BE CONSTRUCTED AS A BOXOUT ACCORDING TO FIGURE 7010.103. ALL PAVEMENT PATCHES SHALL BE FLUSH WITH ADJACENT CONCRETE. GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000 OR M #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. HOT POUR CRACK AND JOINT FILLER SHALL BE USED. PATCHING LIMITS TO BE FIELD-MARKED BY ENGINEER AND MAY BE LESS THAN FULL PANEL WIDTH. PATCHES SHALL MATCH EXISTING JOINTING.
18	7040-108-C-0	PARTIAL DEPTH PATCHES, PCC GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. HOT POUR CRACK AND JOINT FILLER SHALL BE USED. PATCHING LIMITS TO BE FILED-MARKED BY ENGINEER.
19	7040-108-G-0	MILLING, 2" PAYMENT FOR TRANSITION MILLING THE SURFACE SHALL BE MADE AT THE SQUARE YARD UNIT PRICE BID FOR THE THICKNESS SPECIFIED AT THE ADJOINING CONCRETE AND WIDTH OF THE TRANSITION. INCLUDES MILLING HEADERS WHEN MATCHING INTO EXISTING PERPENDICULAR PAVEMENT. MILL THE ENTIRE PAVEMENT WIDTH TO A FLUSH SURFACE AT THE END OF EACH WORK PERIOD, WHEN THE PAVEMENT IS OPEN TO TRAFFIC. IF UNCOMPLETED OPERATIONS RESULT IN A VERTICAL OR NEAR VERTICAL LONGITUDINAL FACE, RE-SLOPE THE LONGITUDINAL FACE TO PROVIDE A TAPER, CONSTRUCT A TEMPORARY ASPHALT TAPER OR PROVIDE PROTECTIVE MEASURES, AS APPROVED BY THE ENGINEER. TAPER TRANSVERSE CUTTING FACES AT THE END OF EACH WORKING PERIOD WHERE PAVEMENT IS OPEN TO TRAFFIC. CONSTRUCT TEMPORARY ASPHALT TAPERS AT INTERSECTING STREETS, AROUND UTILITY APPURTENANCES, AND APPROPRIATED ENTRANCES DURING THE MILLING OPERATIONS, AS DIRECTED BY THE ENGINEER.
20	7040-108-H-0	PAVEMENT REMOVAL REMOVAL LIMITS SHALL BE FIELD-MARKED BY ENGINEER.
21	8030-108-A-0	TEMPORARY TRAFFIC CONTROL BUSINESS ACCESS SHALL BE MAINTAINED TO THE MAXIMUM EXTENT FEASIBLE DURING CONCRETE/PATCHING OPERATIONS AS INDICATED IN SHEET C7.01. CONTRACTOR PROPOSED ALTERNATIVE STAGING PLAN WILL BE CONSIDERED BY THE ENGINEER FOR APPROVAL. CONTRACTOR SHALL MAINTAIN ACCESS DURING THE ASPHALT CONSTRUCTION TO THE MAXIMUM EXTENT FEASIBLE. THIS INCLUDES BUT IS NOT LIMITED TO PILOT CAR AND RELATED DOT-APPROVED TRAFFIC CONTROL MEASURES.
22	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING SEED, FERTILIZE, AND MULCH ALL AREAS AS WHERE INDICATED ON PLANS. SEEDING SHALL BE TYPE 2. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHES, SEEDBED PREPARATION, FURNISHING AND PLACEMENT OF SEED, FURNISHING, PLACEMENT, AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. MULCH SHALL BE BONDED FIBER MATRIX (BFM). DORMANT SEEDING SHALL BE USED OUTSIDE OF SEEDING DATES PRIOR TO WINTER SUSPENSION. SEED SHALL BE A MINIMUM PLS OF 70%.
23	9010-108-X-X	MAILBOX REMOVAL AND REPLACEMENT
24	9040-108-T-1	INLET PROTECTION DEVICE, WATTLE ITEM SHALL CONSIST OF A 6" WATTLE WRAPPED AROUND THE OPENING OF CULVERTS IDENTIFIED IN THESE PLANS. MAINTENANCE AND REMOVAL SHALL BE INCLUDED IN THIS ITEM. REMOVAL OF INLET PROTECTION DEVICE SHALL BE UPON 70% SEED GERMINATION AS DETERMINED BY THE ENGINEER.
25	11020-108-A-1	MOBILIZATION
26	12000-108-X-X	CONSTRUCTION ALLOWANCE THIS ITEM SHALL BE USED AT THE ENGINEER AND OWNER'S DISCRETION TO PAY FOR MINOR WORK CHANGE DIRECTIVES. NO PAYMENT SHALL BE MADE FOR EXTRA WORK UNLESS IT IS APPROVED IN WRITING BY THE ENGINEER PRIOR TO THE WORK BEING UNDERTAKEN BY THE CONTRACTOR. ANY PORTION OF THE LUMP SUM CONSTRUCTION ALLOWANCE THAT IS NOT USED WILL BE REFUNDED TO THE OWNER. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR APPROVAL OF A WORK CHANGE PRIOR TO BEGINNING THE WORK.



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218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

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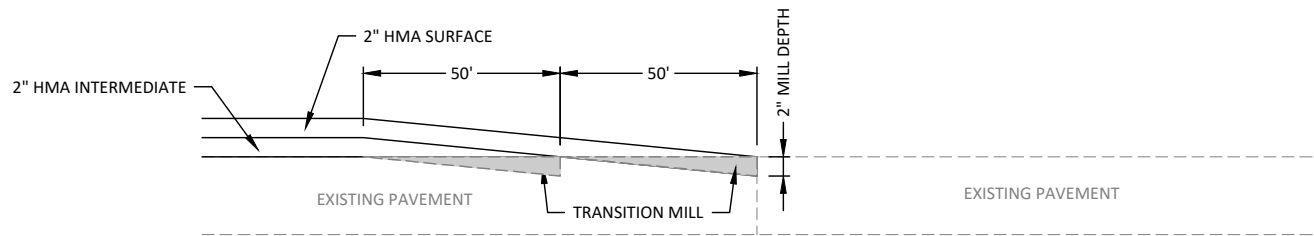
CITY OF STORM LAKE, IOWA

2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION

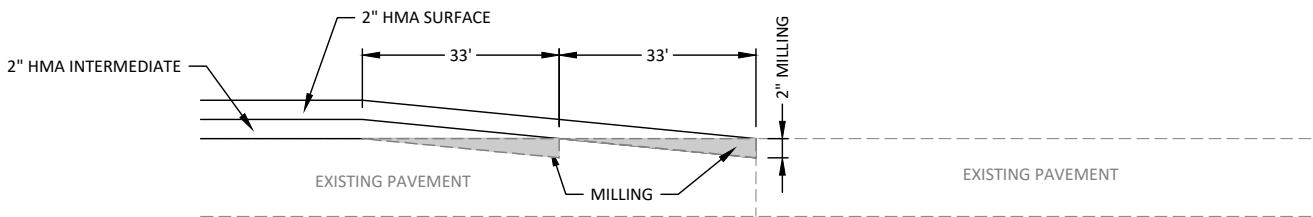
TABLES

SHEET

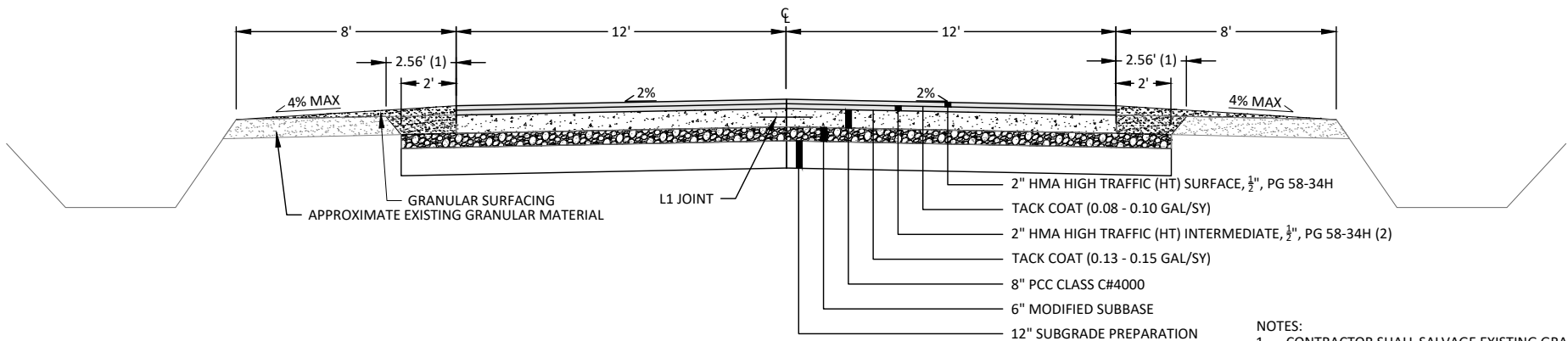
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TRANSITION MILLING AT ADJOINING EXPANSION BOULEVARD PAVEMENT
NOT TO SCALE

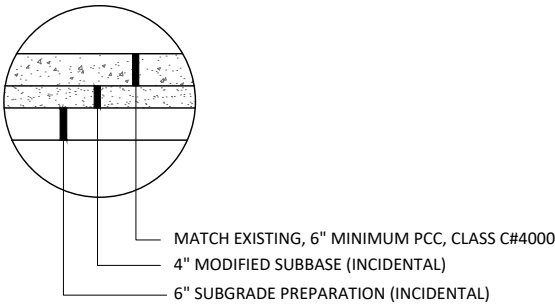


TRANSITION MILLING AT ADJOINING GILBERT STREET PAVEMENT
NOT TO SCALE

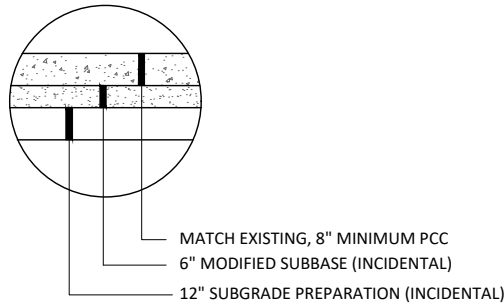


TYPICAL SECTION ROADWAY RECONSTRUCTION AND ASPHALT OVERLAY
STA. 109+00 - 111+02
NOT TO SCALE

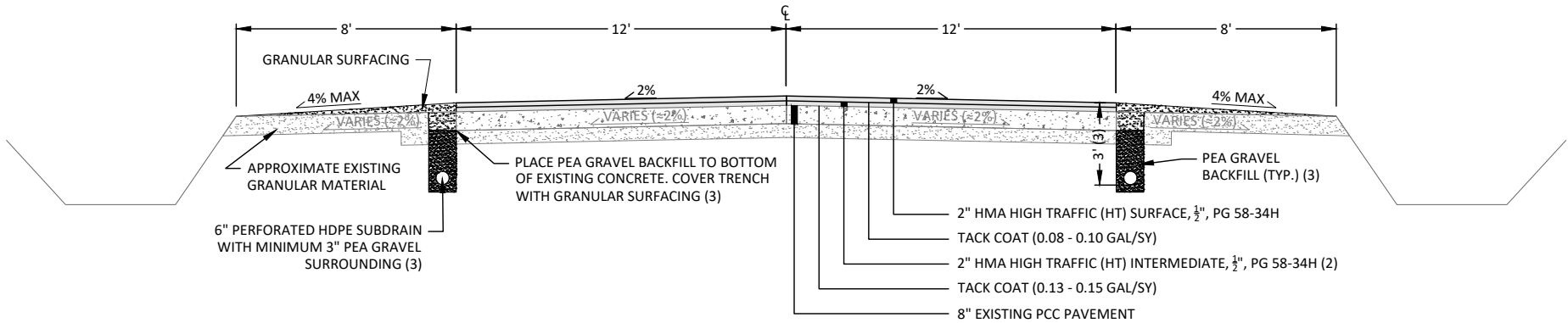
- NOTES:
1. CONTRACTOR SHALL SALVAGE EXISTING GRANULAR SHOULDER TO THE GREATEST EXTENT POSSIBLE. LIMIT DISTURBANCE TO NO MORE THAN 4' FROM PAVEMENT EDGE. SALVAGED MATERIAL SHALL BE USED TO BUILD UP SHOULDER AND TOPPED WITH NEW MATERIAL.
 2. ANY VARIATION IN EXISTING CROSS SECTION SHALL BE BROUGHT TO A UNIFORM 2% CROSS SLOPE IN THE INTERMEDIATE LIFT. PAVEMENT LIFT THICKNESS SHALL BE NO LESS THAN 2"
 3. SUBDRAIN TO BE INSTALLED ONLY WHERE SHOWN IN THE PLANS



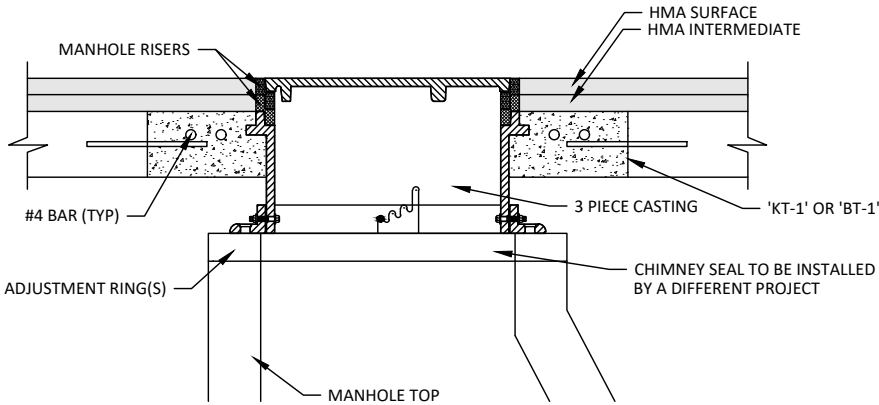
CONCRETE DRIVEWAY
NOT TO SCALE



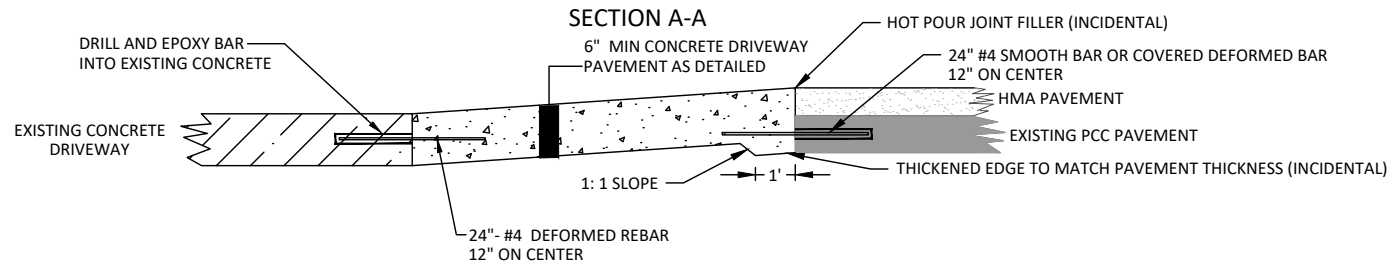
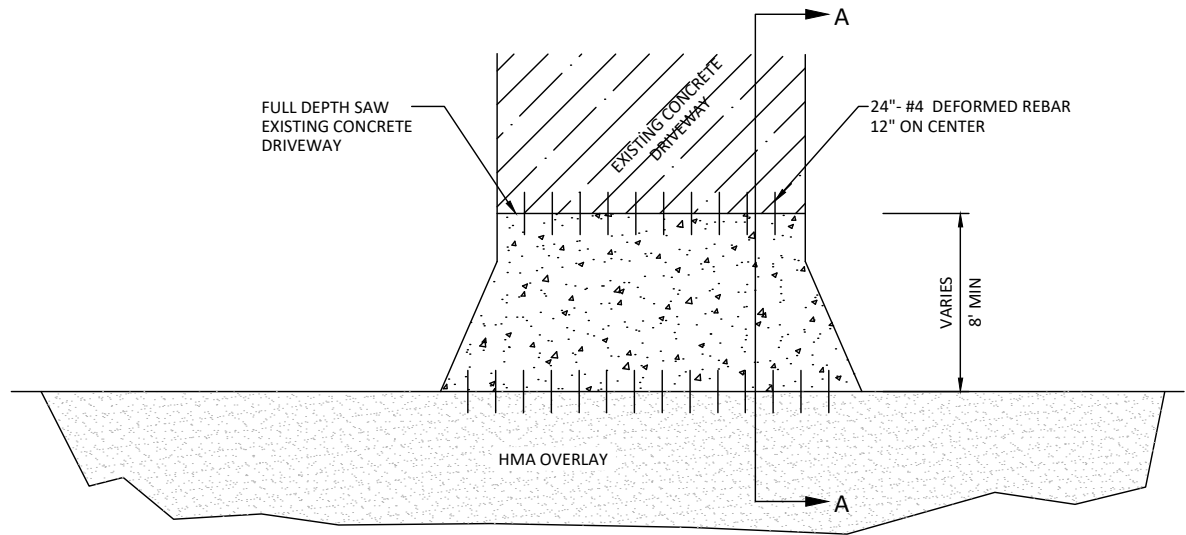
FULL DEPTH PATCH
NOT TO SCALE



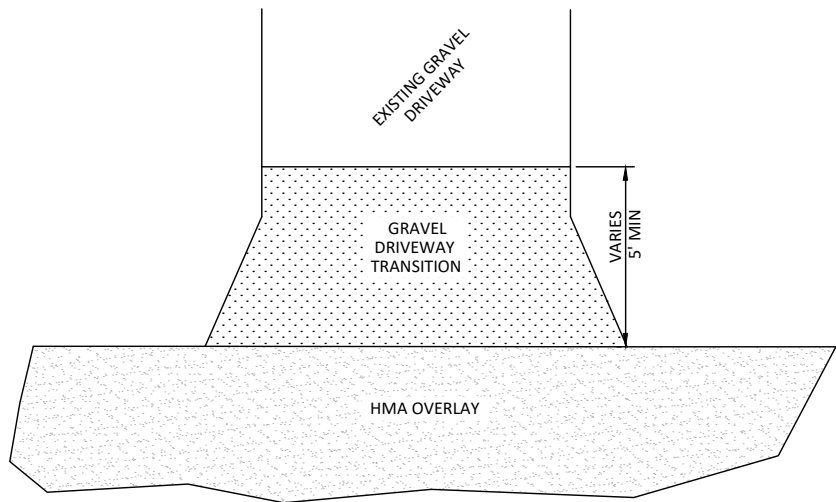
TYPICAL SECTION ASPHALT OVERLAY
STA. 103+75 - 109+00
STA. 111+02 - 144+80
NOT TO SCALE



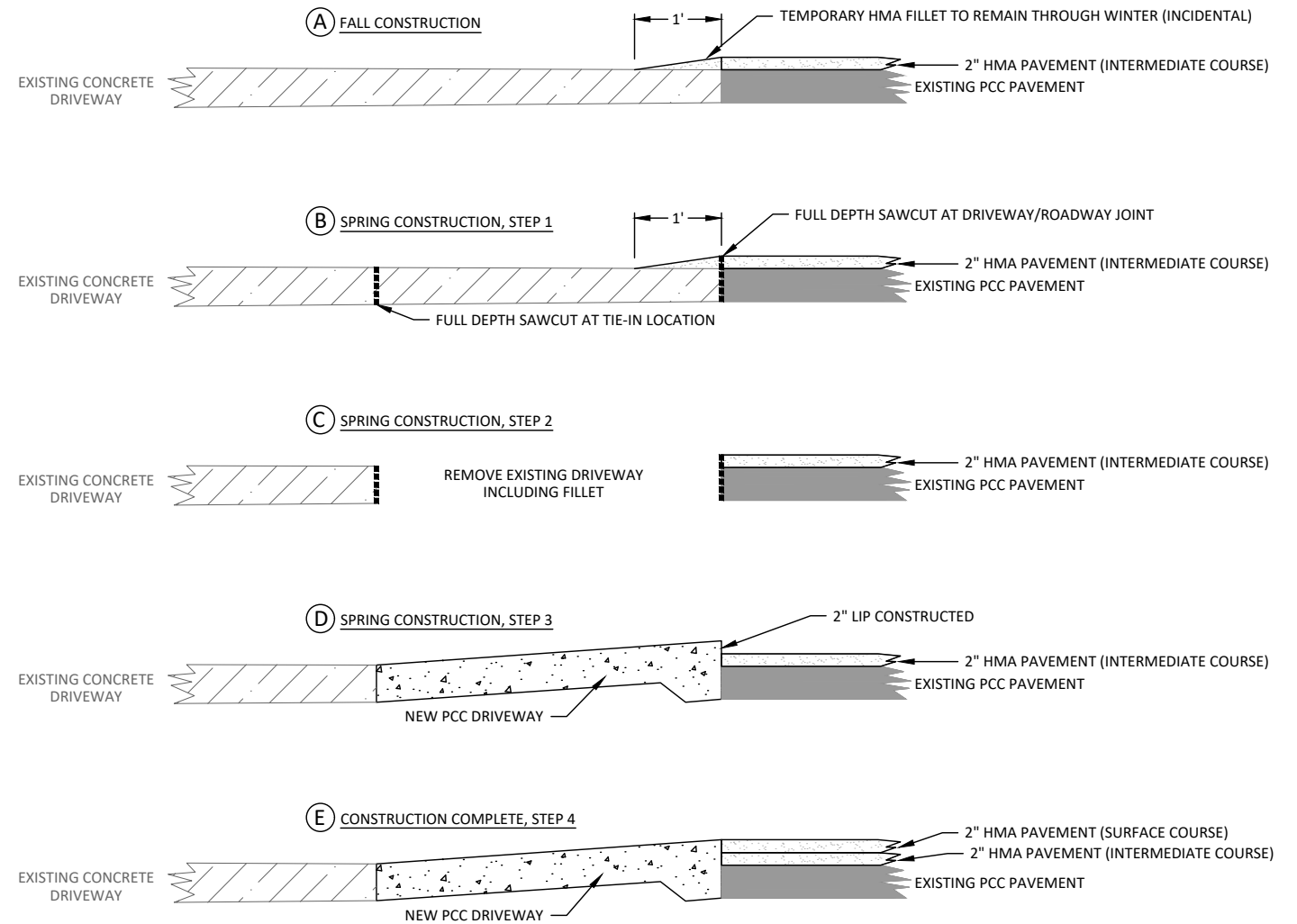
3 PIECE CASTING AND BOXOUT
NOT TO SCALE



CONCRETE DRIVEWAY TRANSITION ON HMA OVERLAY



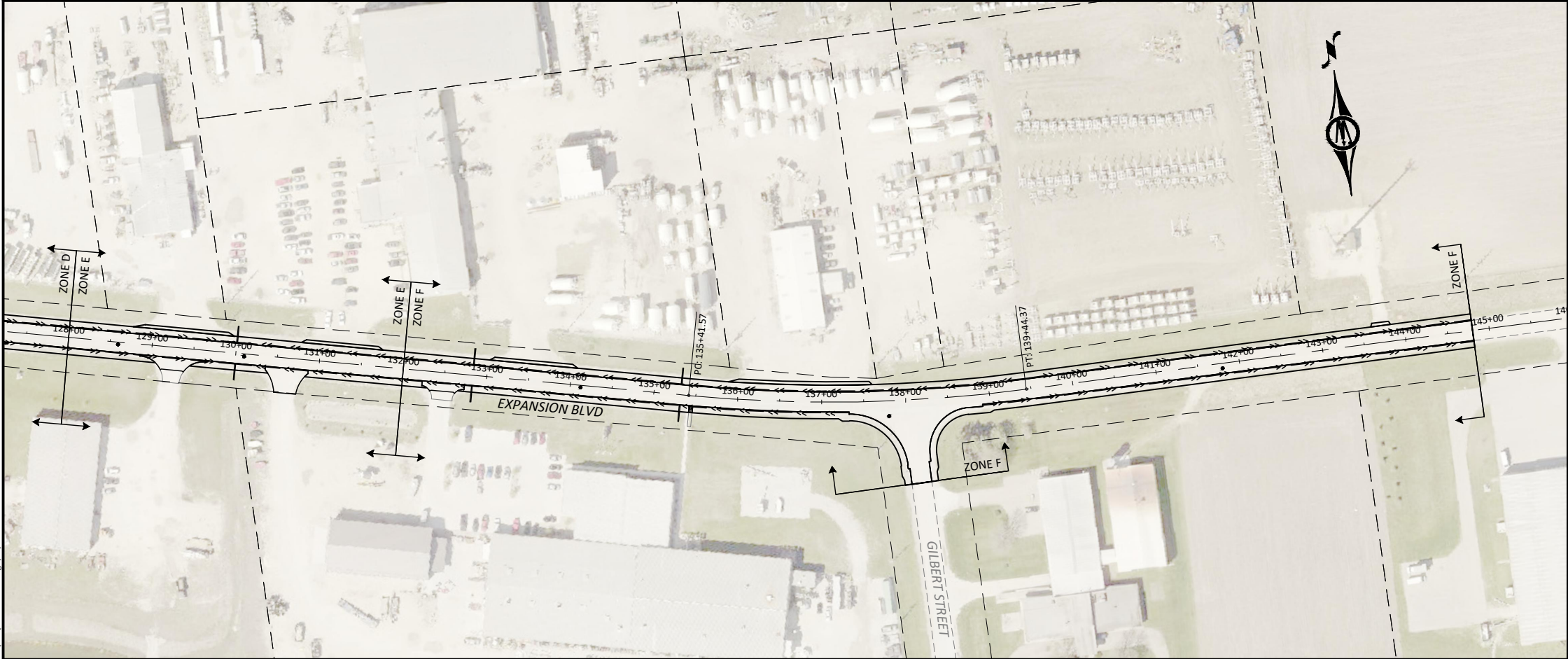
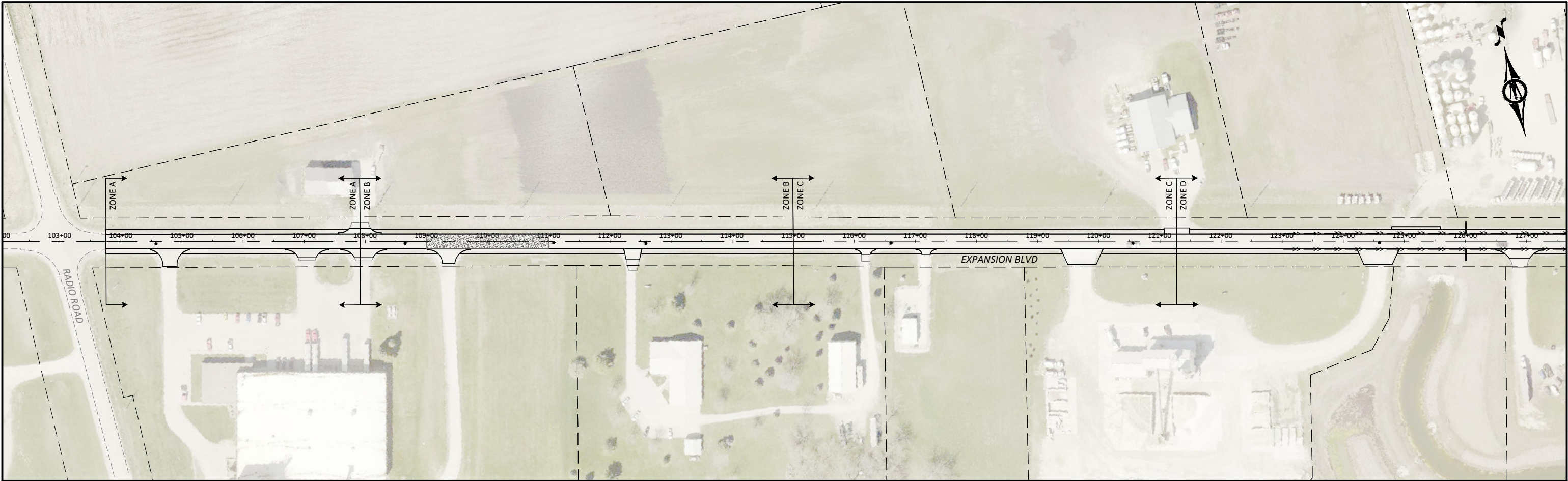
GRAVEL DRIVEWAY TRANSITION ON HMA OVERLAY



PCC DRIVEWAY CONSTRUCTION SEQUENCING (TYP.)

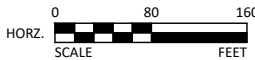
A	FULL DEPTH								PARTIAL DEPTH			
	FULL PANEL REPLACEMENT				PARTIAL PANEL REPLACEMENT				D CRACK REPAIR		JOINT REPAIR	
	FIGURES 7040.101, 7040.102				FIGURE 7040.101				FIGURE 7040.104		FIGURE 7040.104	
	SY	NO. OF LOCATIONS (1)	SY	NO. OF LOCATIONS (1)	SY	NO. OF LOCATIONS (1)	SY	NO. OF LOCATIONS (1)	SF	NO. OF LOCATIONS (1)	SF	NO. OF LOCATIONS (1)
103+00 - 108+00	100	3	9	2	3	1	-	-	-	-	20	1
108+01 - 113+00	230	3	65	4	7	3	-	-	-	-	-	-
113+01 - 118+00	27	1	14	6	2	1	62	16	-	-	-	-
118+01 - 123+00	159	3	2	1	-	-	90	25	3	1	-	-
123+01 - 128+00	-	-	23	4	-	-	112	24	7	2	-	-
128+01 - 133+00	19	1	-	-	3	1	58	13	10	2	-	-
133+01 - 138+00	-	-	22	7	3	1	80	18	-	-	-	-
138+01 - 143+00	108	4	26	8	2	1	56	16	267	6	-	-
TOTALS:	643	15	161	32	20	8	458	112	307	12	-	-
BID QUANTITIES:	824 SY								765 SF			

(1) NUMBER OF LOCATIONS IS PROVIDED FOR INFORMATION ONLY.



- NOTES:
- A. ZONES ARE NOT APPLICABLE FOR HMA PAVING OPERATIONS. HMA PAVING MAY BE CONSTRUCTED CONTINUOUSLY USING A PILOT CAR OR OTHER APPROVED TRAFFIC CONTROL METHODS.
 - B. CONTRACTOR SHALL COMPLETE ALL THE PCC PATCHING WITHIN EACH ZONE PRIOR TO STARTING ANY OTHER ZONE.
 - C. ZONES DO NOT NEED TO BE COMPLETED IN SEQUENTIAL ORDER.
 - D. CONTRACTOR TO COORDINATE ALL CLOSURES WITH THE OWNER, ENGINEER, AND PROPERTY OWNERS.
 - E. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOURS NOTICE TO THE ENGINEER PRIOR TO STARTING ANY ZONE.
 - F. COMPLY WITH FIGURE 8030.116 FOR TRAFFIC CONTROL DURING PCC PATCHING OPERATIONS. CONTRACTOR PROPOSED ALTERNATIVES WILL BE CONSIDERED BY THE ENGINEER.

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CITY OF STORM LAKE, IOWA
2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION
PCC PATCHING STAGING PLAN

SHEET
C7.01



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2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION

SHEET
C7.02

NOTICE OF PUBLIC HEARING

2020 Expansion Boulevard Improvements – Pavement Rehabilitation City of Storm Lake

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on July 6, 2020, at 620 Erie Street, in Storm Lake, Iowa.

Project Description: Partial and full depth PCC patching, complete asphalt overlay, and other related improvements along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street in Storm Lake, IA.

This Notice is given by authority of the
City of Storm Lake

Mayra Martinez
City Clerk

2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION

PCC PATCHING HMA OVERLAY

JUNE, 2020

RESOURCE LIST

CITY OF STORM LAKE

City Hall
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

City Manager:
Keri Navratil
Assistant City Manager:
David Derragon

Mayor: Mike Porsch

City Council Members:
Dan Smith
Jose Ibarra
Kevin McKinney
Maria Ramos
Tyson Rice

Infrastructure Engineer:
Josh Pope P.E.
Bolton & Menk, Inc.
218 11th Street SW Plaza
712-580-5075

Public Services Supervisor:
Scott Bonebrake

UTILITIES

GAS
Alliant Energy
Storm Lake, IA 50588
1-800-822-4348

TELEPHONE/CABLE

Long Lines
118 E. 5th St.
Storm Lake, IA 50588
712-213-7425

Mediacom
720 Lake Ave.
Storm Lake, IA 50588
855-633-4226

Century Link
426 Lake Ave.
Storm Lake, IA 50588
1-800-261-1691

WATER, WASTEWATER,
STORMWATER

City of Storm Lake
433 Vilas Rd.
Storm Lake, IA 50588
712-732-8029

ELECTRIC

Mid American
1016 Vestal Street
Storm Lake, IA 50588
888-427-5632



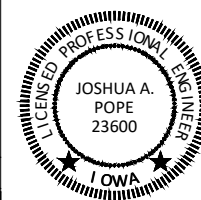
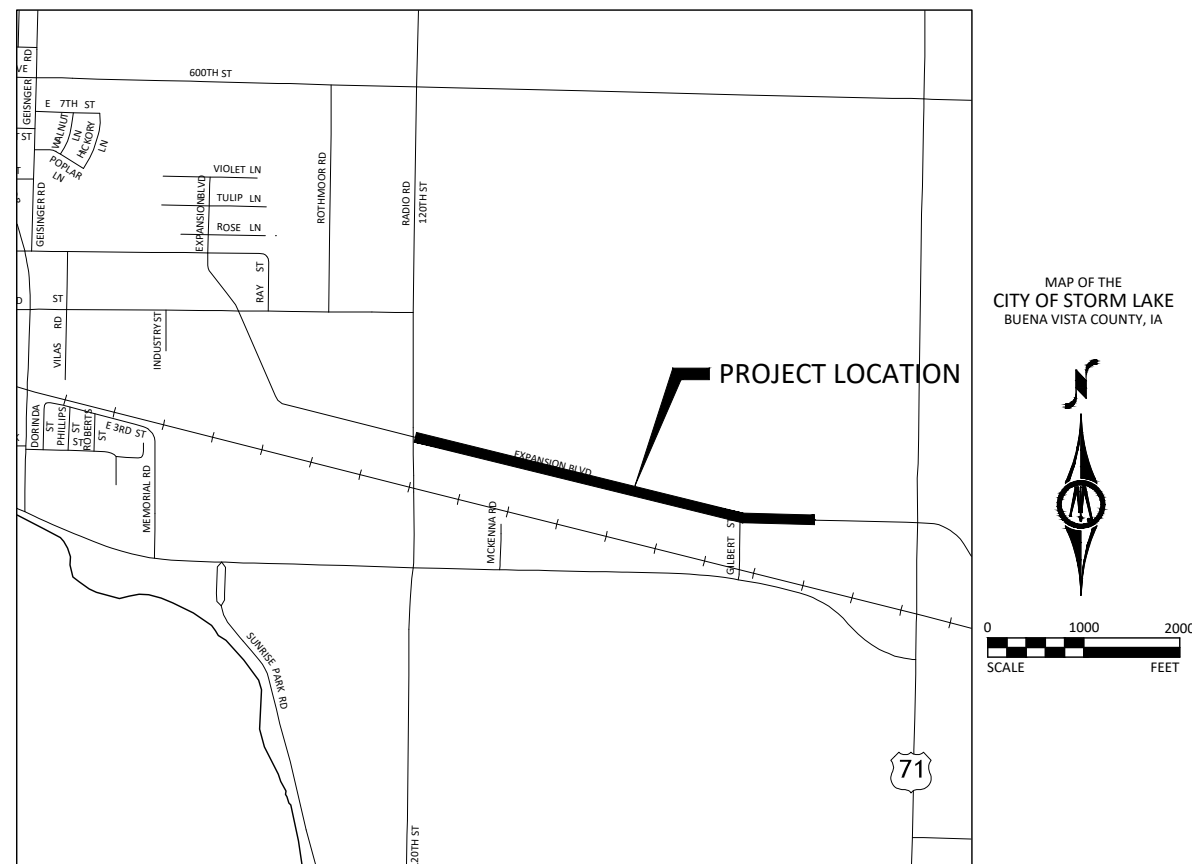
GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS
FOR HIGHWAY AND BRIDGE CONSTRUCTION", SERIES 2015 AND ALL
CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS
INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES
WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

MAP LEGEND

 PROJECT LIMITS

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

JOSHUA A. POPE, P.E.

LIC. NO. 23600 DATE: JUNE 1, 2020

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEETS

RECORD DRAWING INFORMATION	
OBSERVER:	
CONTRACTOR:	
DATE:	

DESIGNED	NO.	ISSUED FOR	DATE
JJD	0	BID	06/01/2022
DRAWN			
JJD			
CHECKED			
JAP			
CLIENT PROJ. NO.			

CITY OF STORM LAKE, IOWA

2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION

TITLE SHEET

SHEET

G0.01



218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	FILL PIPE		TRASH CAN
	FIRE HYDRANT		UTILITY MARKER
	FLAG POLE		VALVE
	FLARED END / APRON		VALVE POST INDICATOR
	FUEL PUMP		VALVE VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT ON POLE		
	LIGHT-GROUND		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	ASPHALT		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL, 1-800-292-8989.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		



BOLTON & MENK

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	DRAWN	CHECKED	CLIENT PROJ. NO.
JJD	JJD	JAP	

NO.	ISSUED FOR	DATE
0	BID	06/01/2020

CITY OF STORM LAKE, IOWA	
2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION	
LEGEND	

SHEET
G0.02

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ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
1	2010-108-E-0	EXCAVATION, CLASS 13	CY	106
2	2010-108-G-0	SUBGRADE PREPARATION	SY	636
3	2010-108-I-0	SUBBASE, MODIFIED, 6"	SY	636
4	2010-108-X-X	EXPLORATORY EXCAVATION	HR	20
5	4040-108-A-0	SUBDRAIN, HDPE, 6"	LF	4200
6	4040-108-D-0	SUBDRAIN OUTLETS TO DITCH, HDPE, 6"	EA	18
7	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	12
8	7010-108-A-0	PAVEMENT, PCC, 8"	SY	545
9	7021-108-A-0	HMA OVERLAY, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG58-34H	TON	1215
10	7021-108-A-0	HMA OVERLAY, HIGH TRAFFIC (HT) SURFACE, 1/2", PG58-34H	TON	1254
11	7030-108-X-X	GRANULAR SURFACING, VARIES	TON	873
12	7030-108-A-0	REMOVAL OF SIDEWALK	SY	4
13	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	1128
14	7030-108-E-0	SIDEWALK, PCC, 6"	SY	4
15	7030-108-H-1	DRIVEWAY, PAVED, PCC, VARIES	SY	1128
16	7030-108-H-2	DRIVEWAY, GRANULAR, VARIES	TON	25
17	7040-108-A-0	FULL DEPTH PATCHES, PCC	SY	824
18	7040-108-C-0	PARTIAL DEPTH PATCHES, PCC	SF	765
19	7040-108-G-0	MILLING, 2"	SY	710
20	7040-108-H-0	PAVEMENT REMOVAL	SY	545
21	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
22	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.5
23	9010-108-X-X	MAILBOX REMOVAL AND REPLACEMENT	EA	2
24	9040-108-T-1	INLET PROTECTION DEVICE, WATTLE	EA	5
25	11020-108-A-1	MOBILIZATION	LS	1
26	12000-108-X-X	CONSTRUCTION ALLOWANCE	LS	1

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-E-0	EXCAVATION, CLASS 13 TOPSOIL STRIPPING, SALVAGING AND RE-SPREADING TO 4" MINIMUM THICKNESS IN ALL AREAS TO BE SEEDED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
2	2010-108-G-0	SUBGRADE PREPARATION
3	2010-108-I-0	SUBBASE, MODIFIED, 6"
4	2010-108-X-X	EXPLORATORY EXCAVATION THIS ITEM IS FOR THE INVESTIGATION OF LOCATIONS AND ELEVATIONS OF AN EXISTING UTILITY TO VERIFY THE POTENTIAL FOR CONFLICTS. THE ENGINEER OR THEIR REPRESENTATIVE MUST VERIFY THE CONDITIONS FOUND. NO PAYMENT WILL BE MADE FOR EXPLORATORY EXCAVATION UNLESS SPECIFICALLY DIRECTED AND AGREED TO BY THE ENGINEER. EXPLORATORY EXCAVATION WILL NOT BE PAID FOR EXCAVATION REQUIRED TO LOCATE AND CONNECT TO EXISTING PIPES UNLESS THE ENGINEER AGREES THAT EXCAVATION BEYOND WHAT COULD BE CONSIDERED REASONABLE IS REQUIRED. WHERE EXPLORATORY EXCAVATION IS PERFORMED IN A LOCATION THAT WILL NOT BE DISTURBED LATER, BACKFILL SHALL BE PLACED AND COMPACTED TO THE DENSITY SPECIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS FOR THE TYPE OF UTILITY LOCATED. CONTRACTOR HAS THE OPTION TO USE OPEN EXCAVATION OR VACUUM TYPE EQUIPMENT TO PERFORM THE EXCAVATION DEPENDING UPON SITE CONDITIONS.
5	4040-108-A-0	SUBDRAIN, HDPE, 6" SUBDRAIN SHALL BE TYPE 1 PERFORATED HDPE. BACKFILL SHALL BE PEA GRAVEL.
6	4040-108-D-0	SUBDRAIN OUTLETS TO DITCH, HDPE, 6" ALL AGGREGATE, CONCCRETE BLOCKS, AND REMOVALBLE FORK SHALL BE CONSIDERED INCIDNETAL TO THIS ITEM. EXACT LOCATIONS FOR OUTLETS SHALL BE FIELD-MARKED BY ENGINEER. NO TEES OR WYES SHALL BE USED.
7	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR CASTING SHALL BE SW-601 TYPE B, PCC. CAST IRON EXTENSION RINGS SHALL BE USED FOR EACH HMA OVERLAY. EXTENSION RINGS SHALL BE SOLID, NON-ADJUSTABLE AS MANUFACTURED BY EAST JORDAN IRON WORKS, ESS BROTHERS, NEENAH FOUNDRY, OR APPROVED SUBSTITUTION AND INSTALLED TO MANUFACTURER RECOMMENDATIONS. ADJUSTING RINGS SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM AND SHALL BE PLASTIC.
8	7010-108-A-0	PAVEMENT, PCC, 8" GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER.
9	7021-108-A-0	HMA OVERLAY, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG58-34H USE OF WMA, RAP, AND RAS IS PERMITTED. AIR VOID TARGET CONTENT IS 4.0%. A 1' WIDE FILLET SHALL BE PLACED ON EXISTING CONCRETE DRIVEWAYS TO MAINTAIN A DRIVABLE TRANSITION DURING CONSTRUCTION AND SHALL BE CONSIDERED INCIDENTAL. CUTBACK ASPHALTS MAY ONLY BE USED UPON ENGINEER APPROVAL.
10	7021-108-A-0	HMA OVERLAY, HIGH TRAFFIC (HT) SURFACE, 1/2", PG58-34H USE OF WMA, RAP, AND RAS IS PERMITTED. AIR VOID TARGET CONTENT IS 4.0%. CUTBACK ASPHALTS MAY ONLY BE USED UPON ENGINEER APPROVAL.

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
11	7030-108-X-X	GRANULAR SURFACING, VARIES CLASS A CRUSHED STONE COMPLYING WITH IOWA DOT SECTION 2315 SHALL BE USED FOR SHOULDERING AND DRIVEWAYS.
12	7030-108-A-0	REMOVAL OF SIDEWALK REMOVAL LIMITS SHALL BE FIELD-MARKED BY ENGINEER.
13	7030-108-A-0	REMOVAL OF DRIVEWAY REMOVAL LIMITS SHALL BE FIELD-MARKED BY ENGINEER. SAWING AND REMOVAL OF TEMPORARY HMA FILLET SHALL BE INCIDENTAL TO THIS ITEM. SEE DETAIL SHEETS FOR DRIVEWAY REPLACEMENT SEQUENCING.
14	7030-108-E-0	SIDEWALK, PCC, 6" GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. CURE SHALL BE USED ON ALL NEW CONCRETE SURFACES.
15	7030-108-H-1	DRIVEWAY, PAVED, PCC, VARIES GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. ENGINEER SHALL DETERMINE A NOMINAL THICKNESS FOR EACH DRIVEWAY MARKED FOR REMOVAL. CONSTRUCT EACH DRIVE TO THE EXISTING DEPTH WITH A MINIMUM DEPTH OF 6". PAYMENT WILL BE BASED ON THE AREA PAVED TIMES THE NOMINAL THICKNESS. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. CURE SHALL BE USED ON ALL NEW CONCRETE SURFACES. SEE DETAIL SHEETS FOR PCC DRIVEWAY CONSTRUCTION SEQUENCING. CONTRACTOR SHALL COORDINATE DRIVEWAY REPLACEMENTS TO MAINTAIN ACCESS TO ALL BUSINESS AT ALL TIMES. HOT POUR JOINT FILLER SHALL BE PLACED BETWEEN THE DRIVEWAY AND THE HMA PAVEMENT INCIDENTAL TO THIS ITEM.
16	7030-108-H-2	DRIVEWAY, GRANULAR, VARIES CLASS A CRUSHED STONE COMPLYING WITH IOWA DOT SECTION 2315 SHALL BE USED FOR SHOULDERING AND DRIVEWAYS
17	7040-108-A-0	FULL DEPTH PATCHES, PCC PATCHES WITH MANHOLES SHALL BE CONSTRUCTED AS A BOXOUT ACCORDING TO FIGURE 7010.103. ALL PAVEMENT PATCHES SHALL BE FLUSH WITH ADJACENT CONCRETE. GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000 OR M #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. HOT POUR CRACK AND JOINT FILLER SHALL BE USED. PATCHING LIMITS TO BE FIELD-MARKED BY ENGINEER AND MAY BE LESS THAN FULL PANEL WIDTH. PATCHES SHALL MATCH EXISTING JOINTING.
18	7040-108-C-0	PARTIAL DEPTH PATCHES, PCC GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. HOT POUR CRACK AND JOINT FILLER SHALL BE USED. PATCHING LIMITS TO BE FILED-MARKED BY ENGINEER.
19	7040-108-G-0	MILLING, 2" PAYMENT FOR TRANSITION MILLING THE SURFACE SHALL BE MADE AT THE SQUARE YARD UNIT PRICE BID FOR THE THICKNESS SPECIFIED AT THE ADJOINING CONCRETE AND WIDTH OF THE TRANSITION. INCLUDES MILLING HEADERS WHEN MATCHING INTO EXISTING PERPENDICULAR PAVEMENT. MILL THE ENTIRE PAVEMENT WIDTH TO A FLUSH SURFACE AT THE END OF EACH WORK PERIOD, WHEN THE PAVEMENT IS OPEN TO TRAFFIC. IF UNCOMPLETED OPERATIONS RESULT IN A VERTICAL OR NEAR VERTICAL LONGITUDINAL FACE, RE-SLOPE THE LONGITUDINAL FACE TO PROVIDE A TAPER, CONSTRUCT A TEMPORARY ASPHALT TAPER OR PROVIDE PROTECTIVE MEASURES, AS APPROVED BY THE ENGINEER. TAPER TRANSVERSE CUTTING FACES AT THE END OF EACH WORKING PERIOD WHERE PAVEMENT IS OPEN TO TRAFFIC. CONSTRUCT TEMPORARY ASPHALT TAPERS AT INTERSECTING STREETS, AROUND UTILITY APPURTENANCES, AND APPROPRIATED ENTRANCES DURING THE MILLING OPERATIONS, AS DIRECTED BY THE ENGINEER.
20	7040-108-H-0	PAVEMENT REMOVAL REMOVAL LIMITS SHALL BE FIELD-MARKED BY ENGINEER.
21	8030-108-A-0	TEMPORARY TRAFFIC CONTROL BUSINESS ACCESS SHALL BE MAINTAINED TO THE MAXIMUM EXTENT FEASIBLE DURING CONCRETE/PATCHING OPERATIONS AS INDICATED IN SHEET C7.01. CONTRACTOR PROPOSED ALTERNATIVE STAGING PLAN WILL BE CONSIDERED BY THE ENGINEER FOR APPROVAL. CONTRACTOR SHALL MAINTAIN ACCESS DURING THE ASPHALT CONSTRUCTION TO THE MAXIMUM EXTENT FEASIBLE. THIS INCLUDES BUT IS NOT LIMITED TO PILOT CAR AND RELATED DOT-APPROVED TRAFFIC CONTROL MEASURES.
22	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING SEED, FERTILIZE, AND MULCH ALL AREAS AS WHERE INDICATED ON PLANS. SEEDING SHALL BE TYPE 2. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHES, SEEDBED PREPARATION, FURNISHING AND PLACEMENT OF SEED, FURNISHING, PLACEMENT, AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. MULCH SHALL BE BONDED FIBER MATRIX (BFM). DORMANT SEEDING SHALL BE USED OUTSIDE OF SEEDING DATES PRIOR TO WINTER SUSPENSION. SEED SHALL BE A MINIMUM PLS OF 70%.
23	9010-108-X-X	MAILBOX REMOVAL AND REPLACEMENT
24	9040-108-T-1	INLET PROTECTION DEVICE, WATTLE ITEM SHALL CONSIST OF A 6" WATTLE WRAPPED AROUND THE OPENING OF CULVERTS IDENTIFIED IN THESE PLANS. MAINTENANCE AND REMOVAL SHALL BE INCLUDED IN THIS ITEM. REMOVAL OF INLET PROTECTION DEVICE SHALL BE UPON 70% SEED GERMINATION AS DETERMINED BY THE ENGINEER.
25	11020-108-A-1	MOBILIZATION
26	12000-108-X-X	CONSTRUCTION ALLOWANCE THIS ITEM SHALL BE USED AT THE ENGINEER AND OWNER'S DISCRETION TO PAY FOR MINOR WORK CHANGE DIRECTIVES. NO PAYMENT SHALL BE MADE FOR EXTRA WORK UNLESS IT IS APPROVED IN WRITING BY THE ENGINEER PRIOR TO THE WORK BEING UNDERTAKEN BY THE CONTRACTOR. ANY PORTION OF THE LUMP SUM CONSTRUCTION ALLOWANCE THAT IS NOT USED WILL BE REFUNDED TO THE OWNER. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR APPROVAL OF A WORK CHANGE PRIOR TO BEGINNING THE WORK.



**BOLTON
& MENK**

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

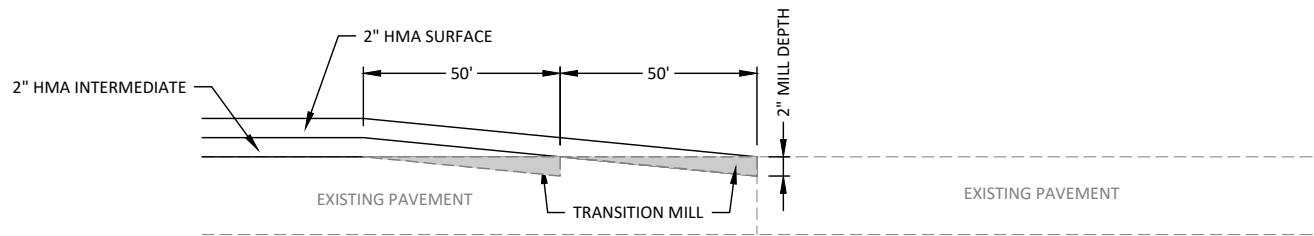
DESIGNED	DRAWN	CHECKED	CLIENT PROJ. NO.
JJD	JJD	JAP	

NO.	ISSUED FOR	DATE
0	BID	06/01/2020

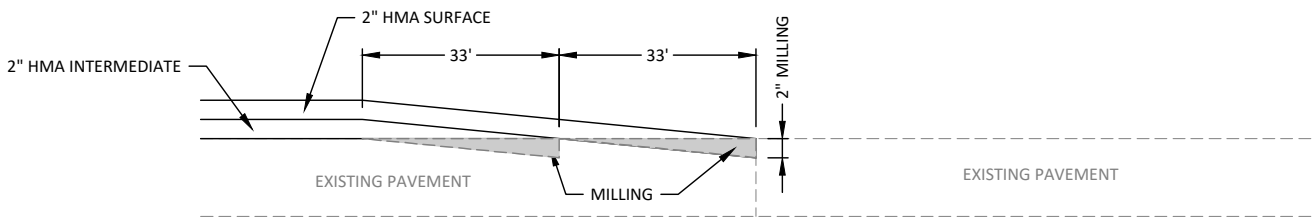
CITY OF STORM LAKE, IOWA	
2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION	
TABLES	

SHEET

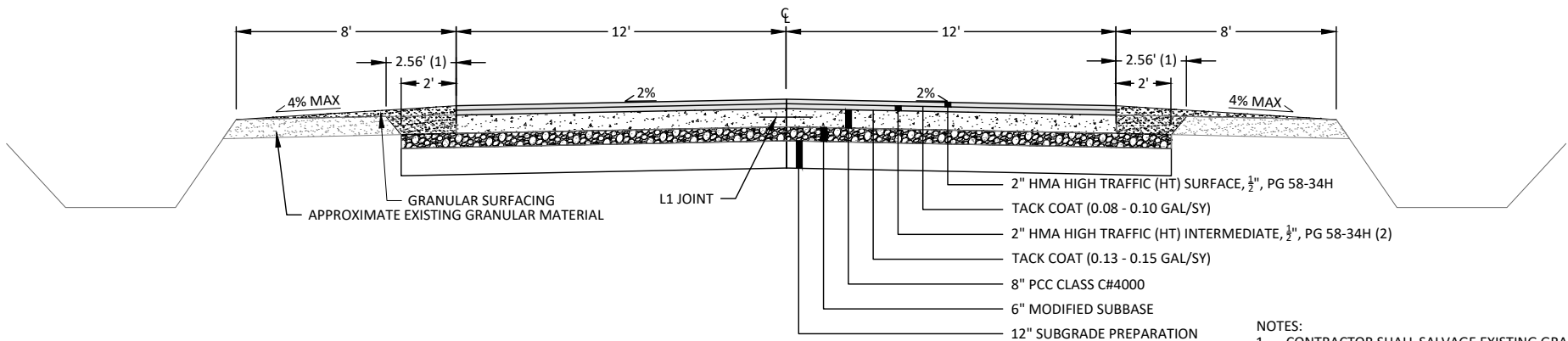
C1.01



TRANSITION MILLING AT ADJOINING EXPANSION BOULEVARD PAVEMENT
NOT TO SCALE

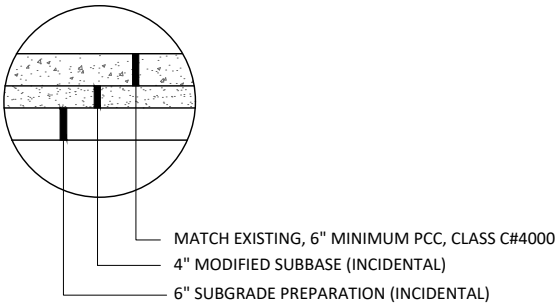


TRANSITION MILLING AT ADJOINING GILBERT STREET PAVEMENT
NOT TO SCALE

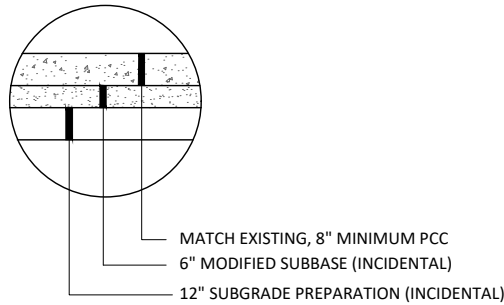


TYPICAL SECTION ROADWAY RECONSTRUCTION AND ASPHALT OVERLAY
STA. 109+00 - 111+02
NOT TO SCALE

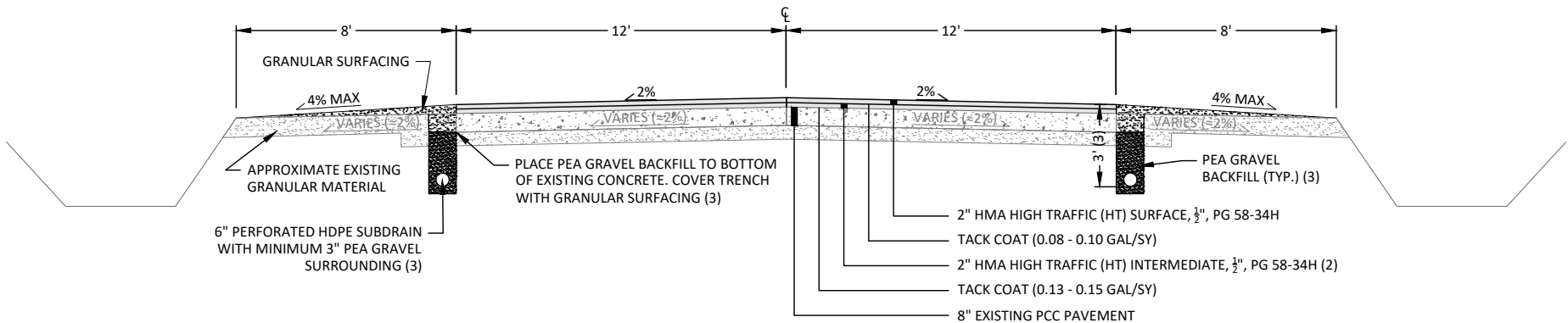
- NOTES:
1. CONTRACTOR SHALL SALVAGE EXISTING GRANULAR SHOULDER TO THE GREATEST EXTENT POSSIBLE. LIMIT DISTURBANCE TO NO MORE THAN 4' FROM PAVEMENT EDGE. SALVAGED MATERIAL SHALL BE USED TO BUILD UP SHOULDER AND TOPPED WITH NEW MATERIAL.
 2. ANY VARIATION IN EXISTING CROSS SECTION SHALL BE BROUGHT TO A UNIFORM 2% CROSS SLOPE IN THE INTERMEDIATE LIFT. PAVEMENT LIFT THICKNESS SHALL BE NO LESS THAN 2"
 3. SUBDRAIN TO BE INSTALLED ONLY WHERE SHOWN IN THE PLANS



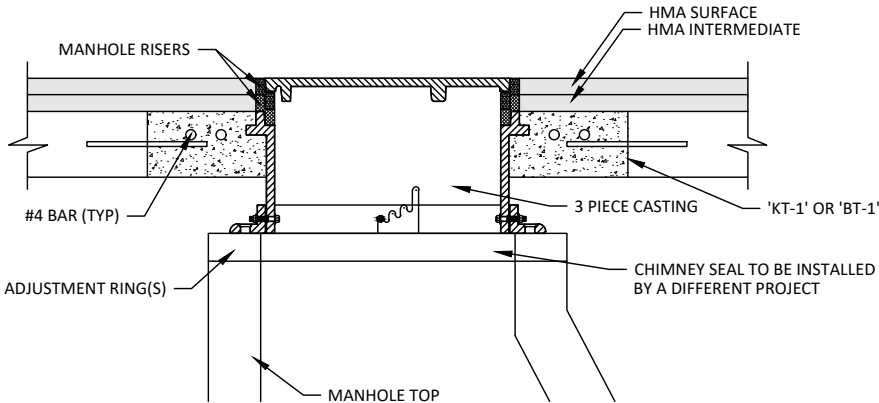
CONCRETE DRIVEWAY
NOT TO SCALE



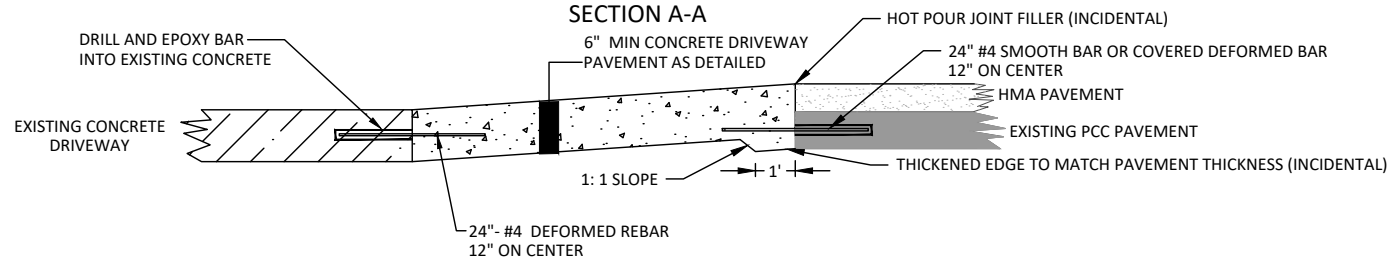
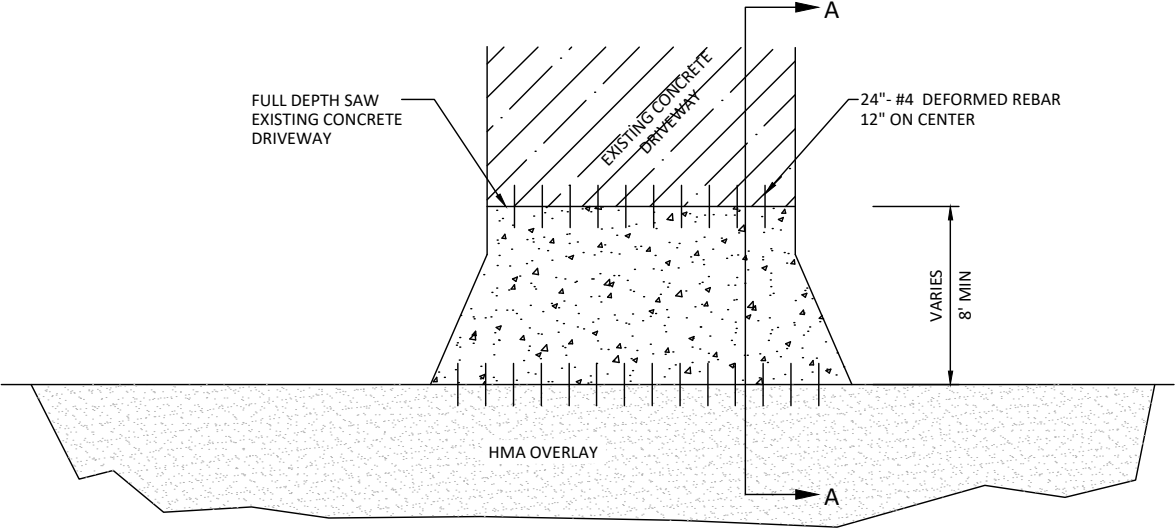
FULL DEPTH PATCH
NOT TO SCALE



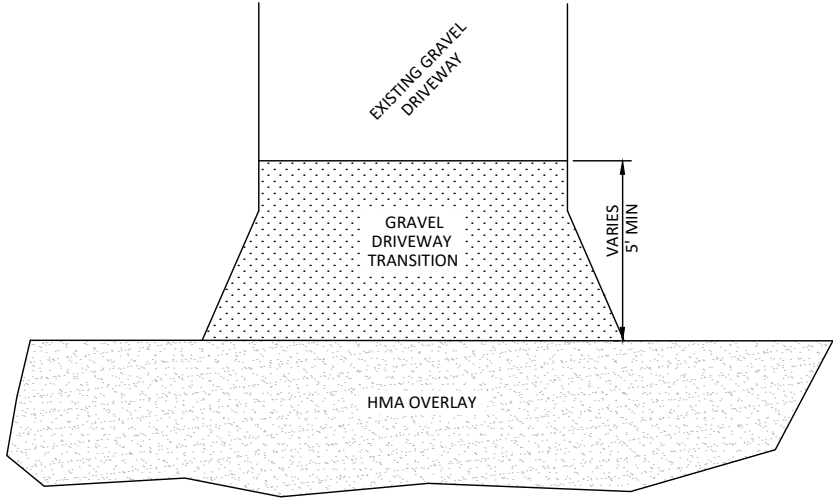
TYPICAL SECTION ASPHALT OVERLAY
STA. 103+75 - 109+00
STA. 111+02 - 144+80
NOT TO SCALE



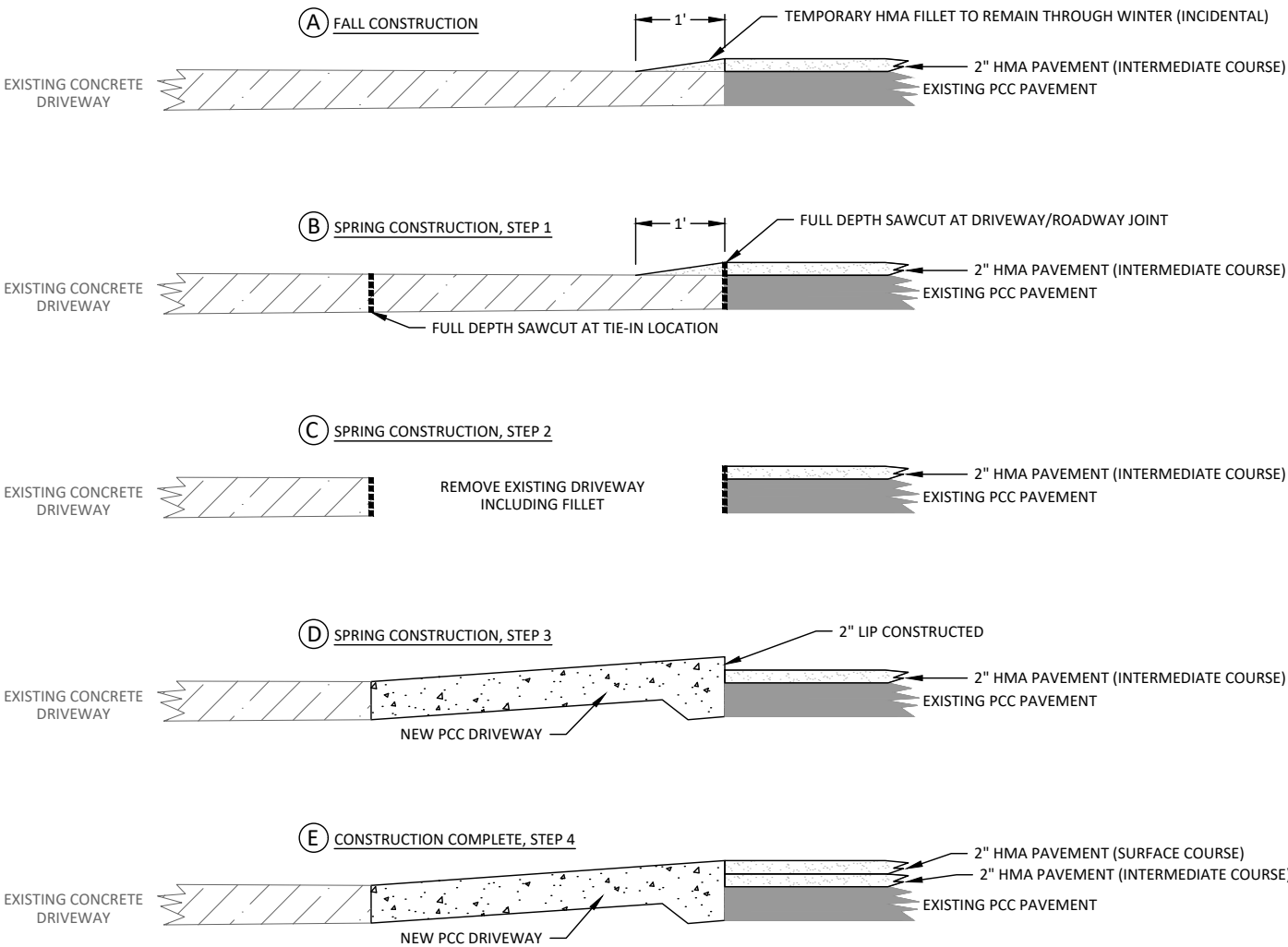
3 PIECE CASTING AND BOXOUT
NOT TO SCALE



CONCRETE DRIVEWAY TRANSITION ON HMA OVERLAY



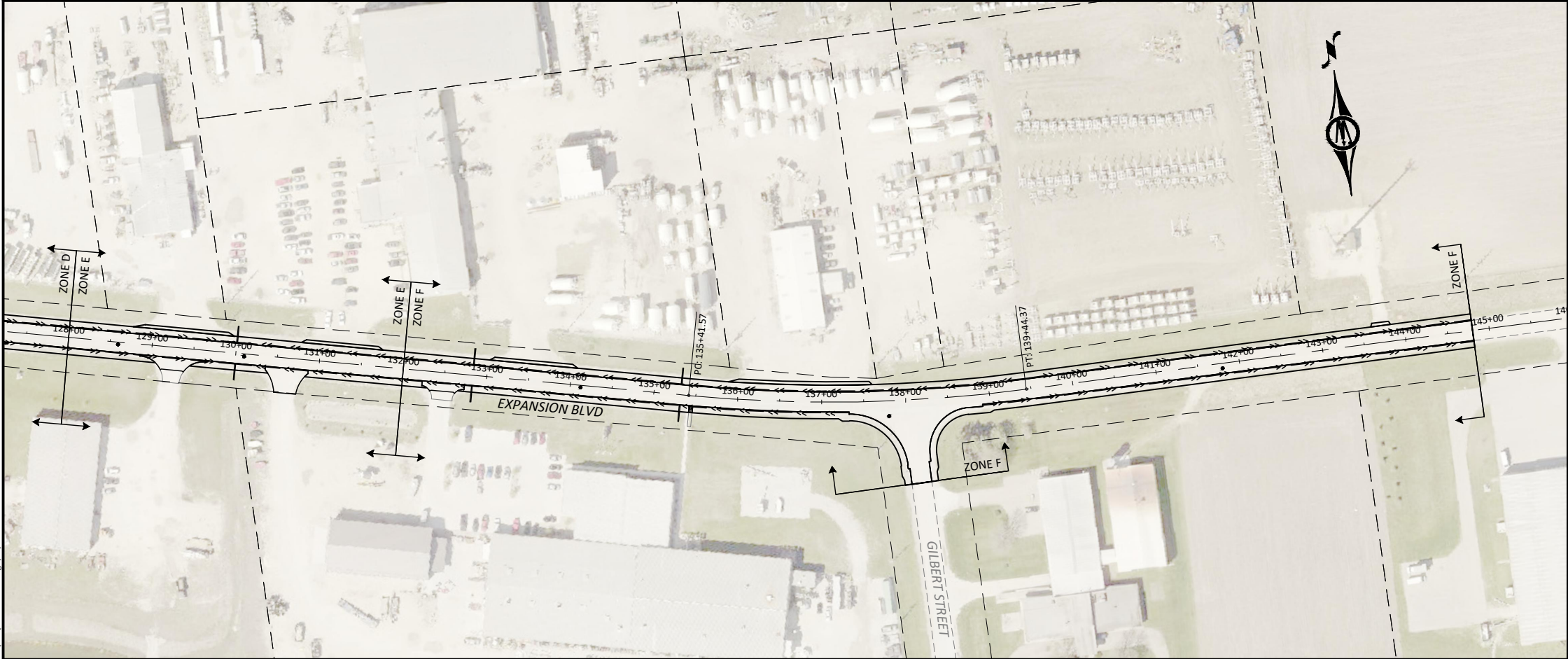
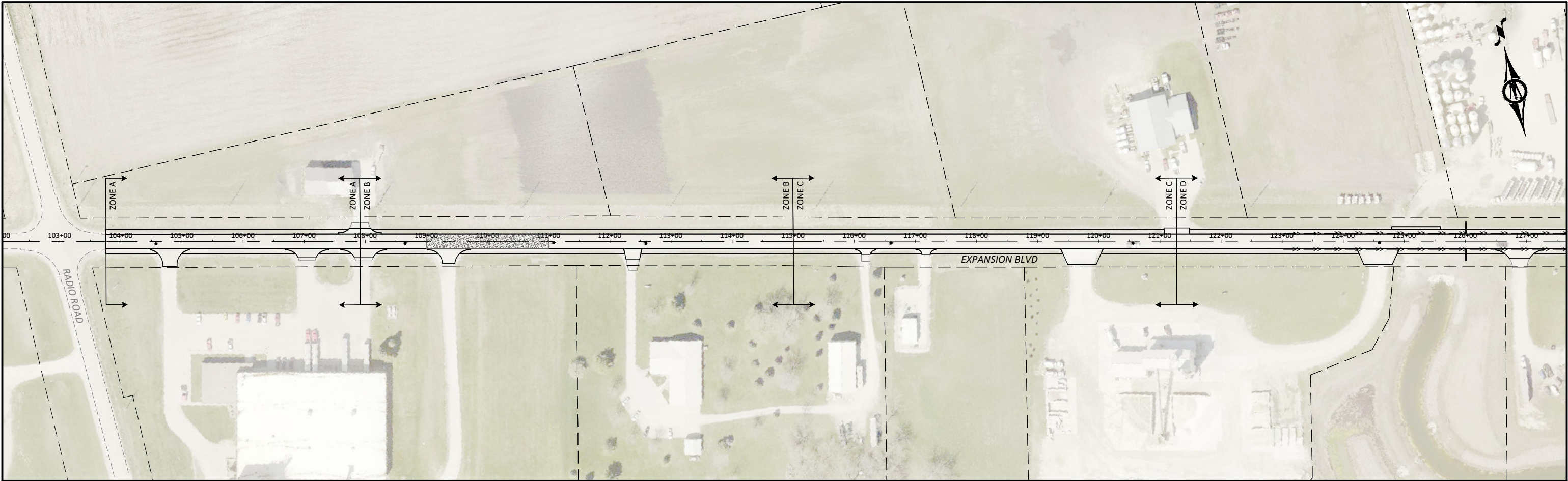
GRAVEL DRIVEWAY TRANSITION ON HMA OVERLAY



PCC DRIVEWAY CONSTRUCTION SEQUENCING (TYP.)

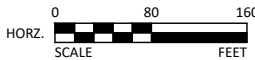
STATION RANGE			FULL DEPTH						PARTIAL DEPTH			
			FULL PANEL REPLACEMENT		PARTIAL PANEL REPLACEMENT		MANHOLE DIAMOND REPLACEMENT		D CRACK REPAIR		JOINT REPAIR	
			FIGURES 7040.101, 7040.102		FIGURE 7040.101		FIGURE 7020.201		FIGURE 7040.104		FIGURE 7040.104	
			SY	NO. OF LOCATIONS (1)	SY	NO. OF LOCATIONS (1)	SY	NO. OF LOCATIONS (1)	SF	NO. OF LOCATIONS (1)	SF	NO. OF LOCATIONS (1)
103+00	-	108+00	100	3	9	2	3	1	-	-	20	1
108+01	-	113+00	230	3	65	4	7	3	-	-	-	-
113+01	-	118+00	27	1	14	6	2	1	62	16	-	-
118+01	-	123+00	159	3	2	1	-	-	90	25	3	1
123+01	-	128+00	-	-	23	4	-	-	112	24	7	2
128+01	-	133+00	19	1	-	-	3	1	58	13	10	2
133+01	-	138+00	-	-	22	7	3	1	80	18	-	-
138+01	-	143+00	108	4	26	8	2	1	56	16	267	6
TOTALS:			643	15	161	32	20	8	458	112	307	12
BID QUANTITIES:			824 SY						765 SF			

(1) NUMBER OF LOCATIONS IS PROVIDED FOR INFORMATION ONLY.



- NOTES:
- A. ZONES ARE NOT APPLICABLE FOR HMA PAVING OPERATIONS. HMA PAVING MAY BE CONSTRUCTED CONTINUOUSLY USING A PILOT CAR OR OTHER APPROVED TRAFFIC CONTROL METHODS.
 - B. CONTRACTOR SHALL COMPLETE ALL THE PCC PATCHING WITHIN EACH ZONE PRIOR TO STARTING ANY OTHER ZONE.
 - C. ZONES DO NOT NEED TO BE COMPLETED IN SEQUENTIAL ORDER.
 - D. CONTRACTOR TO COORDINATE ALL CLOSURES WITH THE OWNER, ENGINEER, AND PROPERTY OWNERS.
 - E. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOURS NOTICE TO THE ENGINEER PRIOR TO STARTING ANY ZONE.
 - F. COMPLY WITH FIGURE 8030.116 FOR TRAFFIC CONTROL DURING PCC PATCHING OPERATIONS. CONTRACTOR PROPOSED ALTERNATIVES WILL BE CONSIDERED BY THE ENGINEER.

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A:\3161\11128561\GIS\2020\2020-05-28\2020-1-09-49 AM



218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	JJD	NO.	0	ISSUED FOR	BID	DATE	06/01/2020
DRAWN	JJD						
CHECKED	JAP						
CLIENT PROJ. NO.							

CITY OF STORM LAKE, IOWA
2020 EXPANSION BOULEVARD IMPROVEMENTS - PAVEMENT REHABILITATION
PCC PATCHING STAGING PLAN

SHEET
C7.01

ENGINEER'S ESTIMATE**2020 Expansion Boulevard Improvements****City of Storm Lake**

BMI PROJECT NO. P11.120650

**May 27, 2020**

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	EXCAVATION, CLASS 13	CY	106	\$20.00	\$2,120.00
2	SUBGRADE PREPARATION	SY	636	\$2.00	\$1,272.00
3	SUBBASE, MODIFIED, 6"	SY	636	\$10.00	\$6,360.00
4	EXPLORATORY EXCAVATION	HR	20	\$200.00	\$4,000.00
5	SUBDRAIN, PVC, 6"	LF	4200	\$15.00	\$63,000.00
6	SUBDRAIN OUTLETS TO DITCH, PVC, 6"	EA	18	\$850.00	\$15,300.00
7	MANHOLE ADJUSTMENT, MINOR	EA	12	\$1,200.00	\$14,400.00
8	PAVEMENT, PCC, 8"	SY	545	\$65.00	\$35,425.00
9	HMA OVERLAY, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG58-34H	TON	1215	\$110.00	\$133,650.00
10	HMA OVERLAY, HIGH TRAFFIC (HT) SURFACE, 1/2", PG58-34H	TON	1254	\$110.00	\$137,940.00
11	GRANULAR SURFACING, VARIES	TON	873	\$30.00	\$26,190.00
12	REMOVAL OF SIDEWALK	SY	4	\$11.00	\$44.00
13	REMOVAL OF DRIVEWAY	SY	1128	\$11.00	\$12,408.00
14	SIDEWALK, PCC, 6"	SY	4	\$67.00	\$268.00
15	DRIVEWAY, PAVED, PCC, VARIES	SY	1128	\$55.00	\$62,040.00
16	DRIVEWAY, GRANULAR, VARIES	TON	25	\$30.00	\$750.00
17	FULL DEPTH PATCHES, PCC	SY	824	\$140.00	\$115,360.00
18	PARTIAL DEPTH PATCHES, PCC	SF	765	\$60.00	\$45,900.00
19	MILLING, 2"	SY	710	\$5.00	\$3,550.00
20	PAVEMENT REMOVAL	SY	545	\$9.00	\$4,905.00
21	TEMPORARY TRAFFIC CONTROL	LS	1	\$17,600.00	\$17,600.00
22	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.5	\$3,725.00	\$1,862.50
23	MAILBOX REMOVAL AND REPLACEMENT	EA	2	\$300.00	\$600.00
24	INLET PROTECTION DEVICE, WATTLE	EA	5	\$325.00	\$1,625.00
25	MOBILIZATION	LS	1	\$44,000.00	\$44,000.00
26	CONSTRUCTION ALLOWANCE	LS	1	\$20,000.00	\$20,000.00

OPINION OF PROBABLE CONSTRUCTION COST:**\$770,569.50**

Staff Summary

7/6/2020

Agenda Item # 7.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 03-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract For The 2020 Expansion Boulevard Improvements – Pavement Rehabilitation Project**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to be completed by April 1, 2021.

The City and Developer approved a development agreement on January 6, 2020. The agreement includes provisions whereby the City will provide public infrastructure improvements including asphalt overlay of Expansion Blvd, sanitary sewer lining, and watermain improvements.

Individual bidding documents will be prepared for the pavement, sanitary sewer, and watermain components. The project under consideration this evening is for the pavement rehabilitation which includes concrete repairs, 4" asphalt overlay, and related roadway improvements.

Bids were opened on June 24, 2020. Two bids were received with the apparent low bidder being Blacktop Service Co. in the amount of \$671,799.60.

FISCAL IMPACT: The Engineer's Opinion of Probable Cost was \$770,569.50.
The construction contract has an estimated value of \$671,799.60.

RECOMMENDATION: Approve Resolution 03-R-2020-2021 for the Plans,

Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract to contract to Blacktop Service Co. in the amount of \$671,799.60 for the 2020 Expansion Boulevard Improvements – Pavement Rehabilitation Project

ATTACHMENTS:

Description		Type
	Resolution No. 03-R-2019-2020	Resolution
	Engineer's Recommendation	Backup Material

RESOLUTION NO. 03-R-2020-2021

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,
ESTIMATE OF COST, BID AND AWARD CONTRACT FOR THE 2020 EXPANSION
BOULEVARD IMPROVEMENTS – PAVEMENT REHABILITATION PROJECT**

WHEREAS, the plans, specifications, form of contract, estimate of cost, bid and award contract were filed with the CITY for the construction of certain public improvements described in general as the 2020 Expansion Boulevard Improvements – Pavement Rehabilitation Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA;

Section 1. . That the said plans, specifications, form of contract and estimate of cost, are hereby approved, as described in the preamble of this Resolution.

Section 2. That the following bid for the construction of certain public improvements described in general as the 2020 Expansion Boulevard Improvements– Pavement Rehabilitation Project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Blacktop Service Co.
Amount of bid: \$671,799.60
Portion of bid: All

Section 3. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract to be binding on the City, contingent to obtaining all the required concurrences and consents.

PASSED AND APPROVED this 6th day of July 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

June 30, 2020

City of Storm Lake
Attn: David Derragon
620 Erie Street
Storm Lake, IA 50588

RE: Recommendation of Award
2020 Expansion Boulevard Improvements
Project No.: P11.120650

Dear Mr. Derragon:

Bids were received and opened online via Microsoft Teams on Wednesday, June 24th, 2020 at 3:30 PM for the project referenced above. Two (2) bids were received and the result is tabulated below:

	<u>Total Bid</u>
Blacktop Service Company	\$671,799.60
Castor Construction LLC	\$760,550.90
Engineer's Estimate	\$ 770,569.50

A detailed bid abstract including the engineer's estimate is attached for your reference. We have also included Information Requested from the Low Bidder as required. If deemed economically feasible, we recommend awarding the construction contract to Blacktop Service Company in the amount of \$671,799.60.

Sincerely,
Bolton & Menk, Inc.

DocuSigned by:

7367BB09A51D4F7...

Josh Pope P.E. LEED AP BD+C
City Infrastructure Engineer

encl.

TABULATION OF BIDS

2020 Expansion Boulevard Improvements
City of Storm Lake
BMI PROJECT NO. P11.120650

218 11th Street SW Plaza
Spencer, IA 51301
(712) 580-5075



June 24, 2020 @ 3:30 P.M.

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Blacktop Service Company Humboldt, IA		Castor Construction LLC Fort Dodge, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	EXCAVATION, CLASS 13	CY	106	\$20.00	\$2,120.00	\$29.95	\$3,174.70	\$29.65	\$3,142.90
2	SUBGRADE PREPARATION	SY	636	\$2.00	\$1,272.00	\$3.15	\$2,003.40	\$4.00	\$2,544.00
3	SUBBASE, MODIFIED, 6"	SY	636	\$10.00	\$6,360.00	\$13.15	\$8,363.40	\$10.50	\$6,678.00
4	EXPLORATORY EXCAVATION	HR	20	\$200.00	\$4,000.00	\$236.25	\$4,725.00	\$520.00	\$10,400.00
5	SUBDRAIN, HDPE, 6"	LF	4200	\$15.00	\$63,000.00	\$10.00	\$42,000.00	\$12.65	\$53,130.00
6	SUBDRAIN OUTLETS TO DITCH, HDPE, 6"	EA	18	\$850.00	\$15,300.00	\$315.00	\$5,670.00	\$605.00	\$10,890.00
7	MANHOLE ADJUSTMENT, MINOR	EA	12	\$1,200.00	\$14,400.00	\$2,520.00	\$30,240.00	\$1,500.00	\$18,000.00
8	PAVEMENT, PCC, 8"	SY	545	\$65.00	\$35,425.00	\$75.75	\$41,283.75	\$75.00	\$40,875.00
9	HMA OVERLAY, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG58-34H	TON	1215	\$110.00	\$133,650.00	\$98.65	\$119,859.75	\$104.75	\$127,271.25
10	HMA OVERLAY, HIGH TRAFFIC (HT) SURFACE, 1/2", PG58-34H	TON	1254	\$110.00	\$137,940.00	\$98.65	\$123,707.10	\$104.75	\$131,356.50
11	GRANULAR SURFACING, VARIES	TON	873	\$30.00	\$26,190.00	\$40.00	\$34,920.00	\$30.50	\$26,626.50
12	REMOVAL OF SIDEWALK	SY	4	\$11.00	\$44.00	\$78.75	\$315.00	\$27.50	\$110.00
13	REMOVAL OF DRIVEWAY	SY	1128	\$11.00	\$12,408.00	\$15.75	\$17,766.00	\$8.75	\$9,870.00
14	SIDEWALK, PCC, 6"	SY	4	\$67.00	\$268.00	\$61.00	\$244.00	\$200.00	\$800.00
15	DRIVEWAY, PAVED, PCC, VARIES	SY	1128	\$55.00	\$62,040.00	\$71.50	\$80,652.00	\$78.00	\$87,984.00
16	DRIVEWAY, GRANULAR, VARIES	TON	25	\$30.00	\$750.00	\$36.75	\$918.75	\$38.50	\$962.50
17	FULL DEPTH PATCHES, PCC	SY	824	\$140.00	\$115,360.00	\$82.00	\$67,568.00	\$105.00	\$86,520.00
18	PARTIAL DEPTH PATCHES, PCC	SF	765	\$60.00	\$45,900.00	\$22.25	\$17,021.25	\$65.00	\$49,725.00
19	MILLING, 2"	SY	710	\$5.00	\$3,550.00	\$17.00	\$12,070.00	\$19.00	\$13,490.00
20	PAVEMENT REMOVAL	SY	545	\$9.00	\$4,905.00	\$10.50	\$5,722.50	\$9.45	\$5,150.25
21	TEMPORARY TRAFFIC CONTROL	LS	1	\$17,600.00	\$17,600.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
22	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.5	\$3,725.00	\$1,862.50	\$7,500.00	\$3,750.00	\$7,000.00	\$3,500.00
23	MAILBOX REMOVAL AND REPLACEMENT	EA	2	\$300.00	\$600.00	\$400.00	\$800.00	\$450.00	\$900.00
24	INLET PROTECTION DEVICE, WATTLE	EA	5	\$325.00	\$1,625.00	\$205.00	\$1,025.00	\$200.00	\$1,000.00
25	MOBILIZATION	LS	1	\$44,000.00	\$44,000.00	\$18,000.00	\$18,000.00	\$42,125.00	\$42,125.00
26	CONSTRUCTION ALLOWANCE	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BASE BID				\$770,569.50		\$671,799.60		\$760,550.90	

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

**(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)**

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: Blacktop Service Co
Box 632
Humboldt, IA 50548

Number of years as a Contractor in construction work of this type 53 yrs

Names and titles of all officers of Contractor's firm: Bob Wagner Pres
Alissa Wagner VP Brian Lincoln Sec/Treas.

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Asphalt Mixes Jebro Sioux City
- Concrete Mixes
- Concrete Aggregates
- Subdrain Pipe & appurtenances
- Erosion Control
- Plantings

****END OF SECTION****



100 Industrial Avenue
PO Box 632 • Humboldt, IA 50548
(515)332-4208 *office* • (515)332-3653 *fax*

Projects:

1. City of Allison: 2019 Street Resurfacing, Allison, Iowa
 - Mill off existing asphalt
 - Add stone base
 - Hot Mix Asphalt Pave
 - \$591,947.00
 - Completed August 2019
 - Clapsaddle – Garber Associates
739 Park Avenue
Ackley, IA 505601
641-847-3273

2. Crawford County HMA Resurfacing 2019
City of Denison
 - Asphalt Overlay Paving
 - Milling
 - \$365,398.00
 - Completed August 2019
 - Sundquist Engineering, IDOT, City of Denison
Sundquist Engineering
120 S Main Street
Denison, IA 51442
712-263-8118

3. Creston, Iowa – Creston Street Improvement Project 2019
 - Milling, Stone Replacement, Street Widening
 - Hot Mix Asphalt Paving
 - \$334,178.75
 - Completed July 2019
 - Garden & Associates, Ltd.
500 East Taylor, Suite C
Creston, IA 50801
641-782-4005
Austin Smith, Project Engineer



100 Industrial Avenue
PO Box 632 • Humboldt, IA 50548
(515)332-4208 *office* • (515)332-3653 *fax*

4. Spencer, Iowa 2018 HMA Project

- Mill & Asphalt Pave
- \$459,000.00
- Completed May 2019
- Kruse, Cate, & Nelson, P.C.
2303 W 18th St
Spencer, IA 51301
712-262-3468
Ross McWhirter, Project Engineer

5. Alton, Iowa 2019 Street Project

- Mill, Asphalt Pave
- \$886,428.00
- Completed August 2019
- City of Alton Project Engineer Dave Oltmans
City of Alton
PO Box 910
Alton, IA 51003
712-756-4314



100 Industrial Avenue
PO Box 632 • Humboldt, IA 50548
(515)332-4208 *office* • (515)332-3653 *fax*

Asphalt Mixes:

- Oil from Jebro, Sioux City
- Sand from Hallett Materials, Cherokee
- Rock from Martin Marietta, Gilmore City

Staff Summary

7/6/2020

Agenda Item # 8.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion Setting the Public Hearing for the 2020 Expansion Boulevard Hydrant Improvements Plans, Specifications, and Form of Contract**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to be completed by April 1, 2021.

The City and Developer approved a development agreement on January 6, 2020. The agreement includes provisions whereby the City will provide public infrastructure improvements including asphalt overlay of Expansion Blvd, sanitary sewer lining, and watermain improvements.

Individual bidding documents will be prepared for the pavement, sanitary sewer, and watermain components. The project under consideration this evening is for the watermain components which include new hydrants/valves and related watermain improvements.

The Engineer's Opinion of Probable Cost is \$98,205.00.

To move forward with the bidding process, a public hearing is planned for August 3, 2020 at 5:00 p.m. in City Council Chambers.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost is \$98,205.00.

RECOMMENDATION: Approve setting a Public Hearing for 5:00 p.m. on August 3, 2020 in City Council Chambers.

ATTACHMENTS:

Description	Type
📎 Notice of Public Hearing	Backup Material
📎 Project Manual	Backup Material
📎 Engineer's Estimate of Construction Cost	Backup Material

NOTICE OF PUBLIC HEARING

2020 Expansion Boulevard Hydrant Improvements City of Storm Lake

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on August 3, 2020, at 620 Erie Street, in Storm Lake, Iowa.

Project Description: Installation of multiple hydrants connecting to existing watermain, and other related improvements along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street in Storm Lake, IA.

This Notice is given by authority of the
City of Storm Lake

Mayra Martinez
City Clerk



PROJECT MANUAL

Expansion Boulevard Hydrant Improvements

City of Storm Lake

218 11th Street SW Plaza • Spencer, IA 51301
Ph: (712) 580-5075



Bolton-Menk.com

SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

Expansion Boulevard Hydrant Improvements

City of Storm Lake

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. DocuSigned by:  Joshua Pope 7907B500A631D4F7... License No. 23600 My renewal date is 12/31/2021 Pages or sheets covered by this seal: <u>All Sheets</u> Date: <u>July 6, 2020</u>
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SECTION 00010 - TABLE OF CONTENTS

Expansion Boulevard Hydrant Improvements City of Storm Lake

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

- 00005 - CERTIFICATION PAGE
- 00010 - TABLE OF CONTENTS
- 00100 - NOTICE TO BIDDERS
- 00200 - INSTRUCTIONS TO BIDDERS
- 00410 - PROPOSAL
- 00420 - BID BOND
- 00450 - INFORMATION REQUESTED FROM LOW BIDDER
- 00500 - CONTRACT
- 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
- 00800 - SPECIAL PROVISIONS
- 00900 - NOTICE OF AWARD
- 00910 - NOTICE TO PROCEED
- 00920 - LETTER OF TRANSMITTAL

DRAWINGS (UNDER SEPARATE COVER):

4 sheets, with each sheet bearing the following general title:

Expansion Boulevard Hydrant Improvements
City of Storm Lake

APPENDICES

INSERTION VALVE TECHNICAL SPECIFICATION

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2020 EDITION
unless modified herein.**

*******END OF SECTION*******

SECTION 00100 - NOTICE TO BIDDERS**Expansion Boulevard Hydrant Improvements
City of Storm Lake**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed online before 2:30 P.M. on July 22, 2020, through Quest CDN.

Time and Place Sealed Proposals Will be Opened and Considered. Proposals for the work described below will be received online only through QuestCDN.com until 2:30 PM on July 22, 2020 at which time the bids will be opened and publicly read online through Microsoft Teams. Please use the link or call-in number/Conference ID below to see and/or hear the bid opening results: Microsoft Teams Meeting Link: <https://bit.ly/2NEN1mD> Call: 612-428-8778, Conference ID: 188 627 311#. The results will be reported to the City of Storm Lake at its meeting at 5:00 P.M. on August 3, 2020 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Storm Lake City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Storm Lake.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before June 11, 2021 and completed and made ready for final payment on or before June 25, 2021.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project #7093193 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Storm Lake will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: Installation of multiple hydrants connecting to the existing watermain along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street in Storm Lake, IA.

The Notice is given by order of the City Council of the City of Storm Lake

Mayra Martinez

City Clerk

SECTION 00200 - INSTRUCTIONS TO BIDDERS

Expansion Boulevard Hydrant Improvements
City of Storm Lake

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Storm Lake, hereinafter called the "Jurisdiction".
- 1.04 The bid bond may be submitted on the enclosed Bid Bond form (or form that is equivalent in terms, duration, and obligation). All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 For this project the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective bidders must be on the planholders list through QuestCDN for bids to be accepted. A Bid shall be received no later than the date and time prescribed. Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted. It is the sole responsibility of the bidder to see that its proposal is received online only via Quest CDN prior to the time for opening bids along with the appropriate bid security.
- 2.02 The following documents shall be completed and uploaded to Quest CDN. The bid cannot be read if any of these documents are omitted from the Proposal.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices
 - Part G – Identity of Bidder;
- 2.03 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Storm Lake.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events: None

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Storm Lake and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Storm Lake from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.
- 3.04 The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state of foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.

5.03 Income Tax:

- A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
- B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

Expansion Boulevard Hydrant Improvements
City of Storm Lake

PROPOSAL: PART A – SCOPE

The City of Storm Lake, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the improvements on Expansion Boulevard Hydrant Improvements.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____	ADDENDUM NUMBER _____
ADDENDUM NUMBER _____	ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture; all parties must join-in and
execute all documents
- ☐ Other

The bidder shall enter its Public
Registration Number _____ - _____
issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the Contractor is registered.

By

Bidder

Signature

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above

Name

Title

NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____
(mm/dd/yyyy)

Address: _____
City, State, Zip: _____

Dates: _____ to _____
(mm/dd/yyyy)

Address: _____
City, State, Zip: _____

Dates: _____ to _____
(mm/dd/yyyy)

Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Expansion Boulevard Hydrant Improvements
City of Storm Lake
Storm Lake, IA 50588

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids.

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXPLORATORY EXCAVATION	HR	6	\$	\$
2	TRENCH FOUNDATION	TON	8	\$	\$
3	WATER MAIN, TRENCHED, PVC, 6"	LF	24	\$	\$
4	WATER MAIN, TRENCHED, PVC, 12"	LF	26	\$	\$
5	FITTING, DUCTILE IRON	LB	567	\$	\$
6	GATE VALVE, 6"	EA	3	\$	\$
7	GATE VALVE, 12"	EA	1	\$	\$
8	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3	\$	\$
9	INSERTION VALVE, 12"	EA	1	\$	\$
10	FIRE HYDRANT	EA	6	\$	\$
11	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
12	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	\$	\$
13	MOBILIZATION	LS	1	\$	\$
			TOTAL AMOUNT BID:		\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE DISTRICT AS NOTED IN SECTION 00500 – CONTRACT.

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SECTION 00420 - BID BOND

**Expansion Boulevard Hydrant Improvements
City of Storm Lake**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, City of Storm Lake as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

Expansion Boulevard Hydrant Improvements

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety’s raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s raised, embossing seal or official adhesive seal.

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

**(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)**

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

Number of years as a Contractor in construction work of this type _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Watermain Pipe & appurtenances
- Erosion Control
- Plantings
- Hydrants
- Valves
- Tapping Valve Assemblies
- Insertion Valve

******END OF SECTION******

SECTION 00500 - CONTRACT**Expansion Boulevard Hydrant Improvements
City of Storm Lake**

THIS CONTRACT, made and entered into at _____
this _____ day of _____, by and between
the City of Storm Lake hereinafter called the "Jurisdiction", and _____,
hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Expansion Boulevard Hydrant Improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA 50588, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Expansion Boulevard Hydrant Improvements

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 - 1. All work under the Contract must be substantially complete on or before June 11, 2021.
 - 2. All work under the Contract must be completed & made ready for final payment on or before June 25, 2021.
- B. Liquidated Damage
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$532.25 (Five hundred thirty-two dollars and twenty-five cents) for each day the work remains incomplete.
 - 2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner Ninety dollars and sixty-five cents (\$90.65) for each day that expires after such time until the Work completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Storm Lake , from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.
3. For purposes of the maintenance bond, acceptance of work shall be interpreted as the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08 and the maintenance period shall commence on the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08, unless otherwise modified by the Specifications or Written Agreement.

D. Bid Quantity Revisions

1. All quantities are estimates and subject to revision by the Jurisdiction.
2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR:

By _____
Mike Porsch, Mayor

(Seal)
ATTEST:

Mayra Martinez, City Clerk

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
 My commission expires _____

_____, 20, _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
 My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
 My commission expires _____ 20, _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20 ____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
 My commission expires _____ 20, _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE**CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES**

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXPLORATORY EXCAVATION	HR	6	\$	\$
2	TRENCH FOUNDATION	TON	8	\$	\$
3	WATER MAIN, TRENCHED, PVC, 6"	LF	24	\$	\$
4	WATER MAIN, TRENCHED, PVC, 12"	LF	26	\$	\$
5	FITTING, DUCTILE IRON	LB	567	\$	\$
6	GATE VALVE, 6"	EA	3	\$	\$
7	GATE VALVE, 12"	EA	1	\$	\$
8	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3	\$	\$
9	INSERTION VALVE, 12"	EA	1	\$	\$
10	FIRE HYDRANT	EA	6	\$	\$
11	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
12	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	\$	\$
13	MOBILIZATION	LS	1	\$	\$
			TOTAL AMOUNT BID:		\$

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SURETY BOND NO. _____

SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Expansion Boulevard Hydrant Improvements
City of Storm Lake

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Expansion Boulevard Hydrant Improvements project in Storm Lake, IA 50588.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

 Signature of Iowa Resident Commission Agent as
 Prescribed by Chapter 515.52-57, Iowa Code.
 (Require only if Attorney-in-Fact is not also an
 Iowa Resident Commission Agent).

 Contractor

By: _____

 Signature

 Name of Resident Commission Agent

 Title

 Company Name

SURETY:

 Company Address

 Surety Company

 City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

 Company Telephone Number

 Name of Attorney-in-Fact Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00800 - SPECIAL PROVISIONS

FOR

Expansion Boulevard Hydrant Improvements
City of Storm Lake

TABLE OF CONTENTS

1. CONTRACT PROVISIONS
2. DEFINITION AND INTENT
3. GENERAL PROVISIONS AND COVENANTS
4. WORK REQUIRED
5. PLANS AND SPECIFICATIONS
6. SUBMITTALS
7. STANDARDS AND CODES
8. CONSTRUCTION GENERAL
9. EMPLOYMENT PRACTICES
10. RESPONSIBILITIES OF CONTRACTOR
11. WORK HOURS/COMMUNITY EVENTS
12. CONSTRUCTION FACILITIES
13. PROJECT SUPERVISION
14. COORDINATION WITH OTHERS
15. CONSTRUCTION LIMITS
16. CONSTRUCTION SCHEDULE
17. CONSTRUCTION PHASING
18. CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF THE ENGINEER & CONTRACTOR
19. MATERIALS TESTS
20. EXISTING UTILITIES
21. SALVAGE & MATERIALS / DISPOSAL
22. TRAFFIC CONTROL
23. TEMPORARY FENCES
24. EROSION & SEDIMENT CONTROL
25. DEWATERING
26. INCIDENTAL CONTRACT ITEMS

1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be substantially complete as detailed in Section 00500 – Contract

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 –Contract per day will be assessed for each day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2020 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Owner”, “Jurisdiction” and “City” shall mean the City of Storm Lake, acting through the Expansion Boulevard Hydrant Improvements Project.
- iv) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2020 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.

- (a) Electronic submittal of shop drawings will be allowed.

(b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

ii) Section 1050, 1.15 - Additional Contractor Responsibilities.

(a) Section 1050 1.15 is eliminated; Automatic machine guidance is permitted

4) WORK REQUIRED

a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Expansion Boulevard Hydrant Improvements as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.

b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6) SUBMITTALS

a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.

b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.

i) Testing reports.

ii) Manufacturer's data for materials that are to be permanently incorporated into the project.

iii) Details of proposed methods of any special construction required.

iv) Purchase orders and subcontracts without prices.

v) Traffic control and staging plan.

vi) Such other information as the Engineer may request to ensure compliance with contract documents.

vii) List of Subcontractors and Suppliers.

c) The Engineer's review of a submittal shall not relieve the Contractor from the responsibility for deviation from the drawings and specifications unless the Contractor has, in writing, called the Engineer's attention to the deviations at the time of submission; nor shall it relieve the Contractor from the responsibility of errors within the submittal.

d) All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review and found to be non-conforming, they will be subject to removal at the Contractor's expense

7) STANDARDS AND CODES

- a) Construct improvements with best present day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) Iowa Department of Natural Resources (IDNR)
 - v) American National Standards Institute (ANSI).
 - vi) American Water Works Association (AWWA).
 - vii) American Welding Society (AWS).
 - viii) Federal Specifications (FS).
 - ix) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - x) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - xi) Standards and Codes of the State of Iowa and the ordinances of the Owner.
 - xii) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
- c) Permits Obtained by Contractor
 - i) The contractor shall secure and pay for the cost of any permit not obtained by the owner.
- d) Permits Obtained by Owner
 - i) The owner has applied for the following permits from appropriate authorities. It is anticipated that permission to proceed will be authorized prior to the execution of Contract. The Contractor shall perform all work and conduct itself in full accordance with the requirements of the applicable permit:
 - (1) Iowa Department of Natural Resources (IDNR) – Watermain Plan Review
 - ii) The Contractor shall be responsible for meeting all bonding and insurance requirements which may be required as a condition to any permit listed above.

8) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Storm Lake and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and clean up activities as construction progresses.

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.

- b) The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.

- i) None

12) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.
- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall coordinate with property owners prior to beginning work that will affect their parcel. Contractor shall notify engineer no less than 72 hours in advance of planned water service disruptions to parcels.

- d) The Contractor shall coordinate all work requiring the limiting of access to buildings by emergency equipment with fire and emergency departments. This shall include notification of the daily construction schedule.

15) CONSTRUCTION LIMITS

- a) Disturbed areas shall be restored by the contractor to the satisfaction of the Jurisdiction.
- b) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- c) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Upon work commencing, work shall be continuously pursued at each site until substantial completion is achieved.
- g) The Contractor shall not be allowed to leave the construction site for a period of more than seven (7) consecutive calendar days, except for unforeseeable delays due to weather. Should the Contractor be absent from the project site for more than this duration, the Owner may assess a **fee in the amount of \$1500 per day for each day** that the Contractor is absent and until typical construction activity is resumed.

17) CONSTRUCTION PHASING

- a) Contractor shall include construction phasing on the required construction schedule submittal.

18) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All hydrants and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment

19) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Owner. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.

- d) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- e) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

20) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate with the utility company and provide work schedules to the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

21) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Storm Lake retains first right of refusal for retaining any existing materials removed by the construction.

- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

22) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - The Engineer
 - The Owner
 - Local Law Enforcement Agencies
- b) The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- c) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- d) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure.
 - (2) The estimated schedule for completion of work.
 - (3) The estimated date for reopening of the street.
 - (4) Procedure for garbage collection/recycling and postal service.
- e) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives, walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- f) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- g) Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- h) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- i) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- j) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- k) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

23) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

24) EROSION & SEDIMENT CONTROL

- a) If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **Failure to perform this work within 24 hours of notification of non-compliance may result in the Owner issuing a Municipal Infraction for Illicit Discharge and/or the Owner or Engineer arranging for completion of the work by others. A contract deduction shall be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.**
- b) Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- c) Contractor shall prevent the accumulation of earth or debris on adjoining public or private property from the project. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- d) Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- e) Contractor shall use erosion control methods at all drainage courses, swales, and storm sewer inlets/outlets to protect against siltation and erosion.
- f) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.

25) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with Dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.

- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

26) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

- Construction and removal of temporary access roads
- Construction fencing
- Construction staging & phasing
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Storm Lake
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Dust control measures
- Engineering Fabric
- Erosion & Sediment Control
- Excavation, verification and protection of existing utilities
- Field and wood fence removal
- Field testing
- Finish grading
- Full depth sawcutting of existing pavement
- Grading for storm sewer outlets
- Granular surfacing removal
- Maintenance and watering for seeding and sodding
- Maintenance of erosion control measures, including silt removal
- Material testing
- Monitoring weather conditions
- Mowing

Overhaul
Pipe bedding material
Protection of existing hydrant(s) and valve(s)
Protection of existing trees and plantings not shown as removals
Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration
Temporary safety closures
Temporary sheeting and shoring
Working backfill to reduce moisture content
Wrapping of watermain fittings with plastic

******END OF SECTION******

NOTICE OF AWARD
(To be executed after bid is awarded)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, ST Zip _____

PROJECT TITLE: Expansion Boulevard Hydrant Improvements
PROJECT DESCRIPTION: Installation of multiple hydrants connecting to the existing watermain along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street in Storm Lake, IA
OWNER'S NAME: City of Storm Lake

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2020, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the _____ day of _____, 2020.

You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Agreement acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Agreement.

Dated this, the _____ day of _____, 2020

City of Storm Lake
Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this, the _____ day of _____, 2020.

BY: _____

TITLE: _____

NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved)

TO: Contractor

Address 1

Address 2

City, ST Zip

Date:

Project Title: Expansion Boulevard Hydrant Improvements

Project Owner: City of Storm Lake

Project Location: Storm Lake, IA 50588

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2019. The Contract Time shall commence to run on Anticipated start date: _____, 2020. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Storm Lake

Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this, the _____ day of _____, 2020.

BY: _____

TITLE: _____

APPENDIX

INSERTION VALVE TECHNICAL SPECIFICATION

Expansion Boulevard Hydrant Improvements
City of Storm Lake

1) GENERAL

A. DESCRIPTION OF WORK

Install insertion valves for water mains.

B. SUBMITTALS

Comply with SUDAS Division 1 - General Provisions and Covenants

C. SUBSTITUTIONS

Comply with SUDAS Division 1 - General Provisions and Covenants

D. DELIVERY, STORAGE, AND HANDLING

Comply with Division 1 - General Provisions and Covenants, as well as the following:
Remove insertion valves contaminated with mud and surface water from the site. Do not use in construction unless thoroughly cleaned, inspected, and approved by the owner.

E. SCHEDULING AND CONFLICTS

Comply with SUDAS Division 1 - General Provisions and Covenants

2) MEASUREMENT AND PAYMENT

A. MEASUREMENT

Each size of insertion valve assembly will be counted.

B. PAYMENT

Payment will be at the unit price for each insertion valve.

C. INCLUDES

Unit price includes, but is not limited to, excavation, tapping equipment, tapping material, the tap, valve box and cover, valve box extension, valve stem extension, backfill, and compaction.

3) PRODUCT

A. INSERTION VALVE (WET TAP)

1. The Equipment shall be capable of installation, without shutdown, at one location, for 12" diameter pipe size. The capabilities specified herein are minimum mandatory requirements that must be met by any Insertion Equipment or Insertion Valve offered.
2. Insertion Valves shall be EZ Valve by Advanced Valve Technologies LLC, InsertValve by TEAM Industrial Services, Insta-Valve Plus by Hydra-Stop, or approved equal.
3. All Insertion Valves and miscellaneous components shall be new, free from defects or contamination, and wherever possible shall be the standard product of the manufacturer.

4. All Insertion Valves shall be provided as shown in the plans, schedules, and as specified herein. Buried Insertion Valves shall be non-rising stem, and wrench operated. The valve assemblies shall be furnished complete and adequate for the specified or shown purpose, and shall include all essential components of equipment, together with all mountings and other appurtenances normal and necessary for proper installation, whether shown or not. Insertion Valves shall be equipped with a 2-inch square AWWA operating nut, open left.
5. The Insertion Valve shall be capable of pressure-tight assembly to exterior of the pipe in which flow is to be stopped at a working pressure not to exceed 250 PSI.
6. The Insertion Valve shall be constructed of a two (2) piece, Ductile Iron casting (Top & bottom), to be bolted together, using Ductile Iron bolts with zinc alloy anodes (Corrosion protection), manufactured to the ductile iron specification of ASTM 536 65-45-12.
7. The Insertion Valve shall meet AWWA Material Specification of C509-09 for Resilient Seal Valves suitable for Potable water service.
8. The Ductile Iron Gate shall have a resilient rubber seal 360 degrees around the gate and is expandable to the ID (Inside Diameter) of the pipe.
9. The valve stem shall be made of Stainless Steel with a tensile strength of 60,000 psi.
10. The valve body shall have a corrosion protection coating.
11. The Insertion Valve shall use Stainless Steel fasteners joining the Valve Bonnet to the Valve top casting, unless otherwise noted in assembly drawings.
12. The Cutting / Drilling: Slot to thickness of Wedge and 120 degrees across the pipe.
13. The design of the valve shall have a satisfactory seal against the pipe exterior in the following ranges, using multiple gaskets if necessary. Valves shall conform to the operational (turns) requirements of AWWA C – 509-09 with specified turns to open Right (Clockwise) or open Left (Counter Clockwise).
14. Valve boxes shall be the same size as the pipe on which they are located and heavy duty (thick cast) marked "WATER" on valve box cover.
15. Valve umbrella anchorage assembly shall be manufactured by Adaptor, Inc., Oak Crest WI, or equivalent.

4) EXECUTION

A. VALVE INSERTION EQUIPMENT

1. The equipment shall be capable of installation, without shutdown, on pipe sizes of 6" and 12" diameters. The capabilities specified herein are minimum mandatory requirements that must be met by any Insertion Equipment or Insertion Valve offered.
2. Equipment shall consist of cutting unit, and a detachable rotary chain drive feed.
3. End Mill cutting system shall have a positive "Stop" Mechanism located on the opposite end of the rotary chain feed drive, to prevent under or over rotation of the 120 Degree slotting operation
4. The End Mill cutting unit shall be able to cut size (4" – 12").
5. The end mill cutter shall be manually advanced laterally by the work person to prevent cutter damage due to inclusions (hard spots, etc.) in the pipe. The cutter teeth shall be able to be field replaceable if necessary.

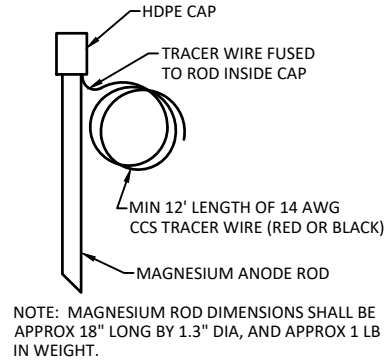
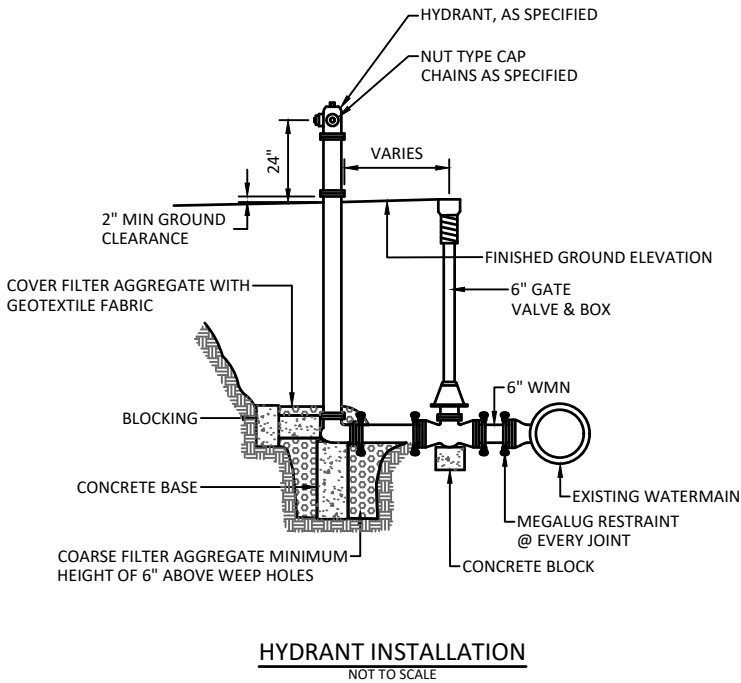
6. The End Mill process shall constitute a rotary End Mill that through the rotation of the Valve casting, cuts a slot, 120 degrees across the top of the pipe only. This allows for the insertion of the resilient wedge mechanism.
7. During the End Mill operation, the "Chips" created by the End Mill Cutter shall be flushed outside of the pipe.

B. VALVE BOX

1. Straighten and adjust valve box to final grade

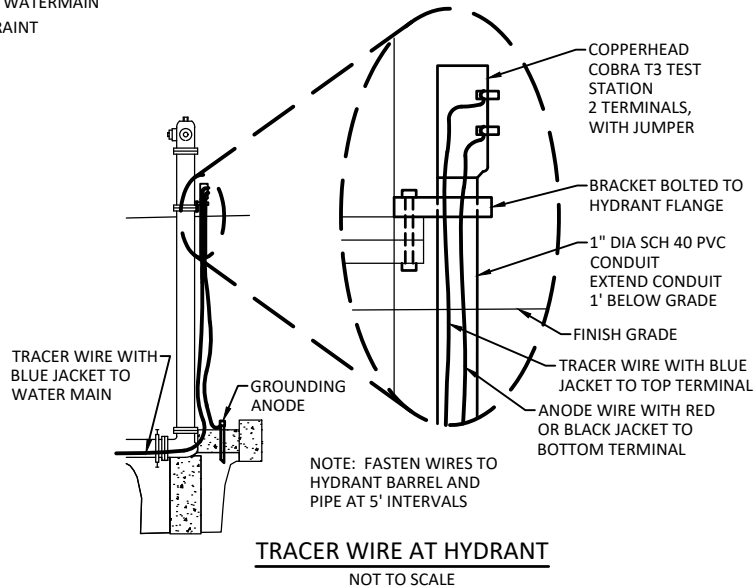
C. COMPACTION

1. For cohesive soils, compact backfill material to no less than 95% of maximum Standard Proctor Density.
2. For cohesionless soils, compact backfill material to no less than 70% of Relative Density.



GROUNDING ANODE

NOT TO SCALE



NPDES PERMIT IS NOT REQUIRED FOR THIS PROJECT. THIS DOES NOT ELIMINATE CONTRACTOR'S RESPONSIBILITY FROM PREVENTING EROSION AND UNACCEPTABLE RUNOFF FROM ENTERING STORM SEWERS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, DUST CONTROL AND PROTECTING BARE SOIL FROM EROSIVE FORCES.



GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", SERIES 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

RESOURCE LIST

CITY OF STORM LAKE

City Hall
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

City Manager:
Keri Navratil
Assistant City Manager:
David Derragon

Mayor: Mike Porsch

City Council Members:
Dan Smith
Jose Ibarra
Kevin McKinney
Maria Ramos
Tyson Rice

Infrastructure Engineer:
Josh Pope P.E.
Bolton & Menk, Inc.
218 11th Street SW Plaza
712-580-5075

Public Services Supervisor:
Scott Bonebrake

UTILITIES

GAS
Alliant Energy
Storm Lake, IA 50588
1-800-822-4348

TELEPHONE/CABLE

Long Lines
118 E. 5th St.
Storm Lake, IA 50588
712-213-7425

Mediacom
720 Lake Ave.
Storm Lake, IA 50588
855-633-4226

Century Link
426 Lake Ave.
Storm Lake, IA 50588
1-800-261-1691

WATER, WASTEWATER, STORMWATER

City of Storm Lake
433 Vilas Rd.
Storm Lake, IA 50588
712-732-8029

ELECTRIC

Mid American
1016 Vestal Street
Storm Lake, IA 50588
888-427-5632

EXPANSION BOULEVARD HYDRANT IMPROVEMENTS**QUANTITIES & DETAILS**

CITY OF STORM LAKE, IOWA

JULY, 2020

**ESTIMATED PROJECT QUANTITIES**

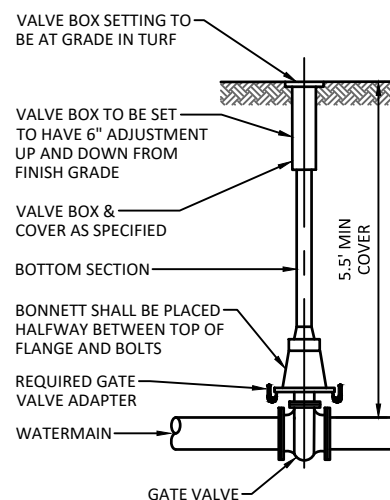
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
1	2010-108-X-X	EXPLORATORY EXCAVATION	HR	6
2	3010-108-C-0	TRENCH FOUNDATION	TON	8
3	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 6"	LF	24
4	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 12"	LF	26
5	5010-108-C-2	FITTING, DUCTILE IRON	LB	567
6	5020-108-A-0	GATE VALVE, 6"	EA	3
7	5020-108-A-0	GATE VALVE, 12"	EA	1
8	5020-108-B-0	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3
9	5020-108-X-X	INSERTION VALVE, 12"	EA	1
10	5020-108-C-0	FIRE HYDRANT	EA	6
11	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
12	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2
13	11020-108-A-1	MOBILIZATION	LS	1

WATERMAIN FITTING WEIGHTS

FITTING SIZE	TYPE	WEIGHT (LBS)	PLAN QUANTITY	TOTAL WEIGHT (LBS)	AS-BUILT (LBS)	REMARKS
12"x 6"	TEE	113	3	339		
12"	SLEEVE	76	3	228		
TOTAL				567		

NOTES:

1. VALVE BOX SHALL BE CENTERED ON OPERATING NUTS, STRAIGHT, FREE FROM DEBRIS, AND ALL SECTIONS UNBROKEN
2. VALVES IN EASEMENTS SHALL HAVE CHANNEL POST WITNESS MARKERS WITH REFLECTIVE "GV" SIGN
3. COMPACTION WITH MECHANICAL TAMPER AROUND VALVE BOX SHALL BE PLACED AND COMPACTED WITH 2' LIFTS TO ACHIEVE 95% COMPACTION

**GATE VALVE BOX INSTALLATION**

NOT TO SCALE

EXPANSION BOULEVARD HYDRANT IMPROVEMENTS

CITY OF STORM LAKE, IOWA

NOTES

JULY, 2020

**ESTIMATE REFERENCE INFORMATION**

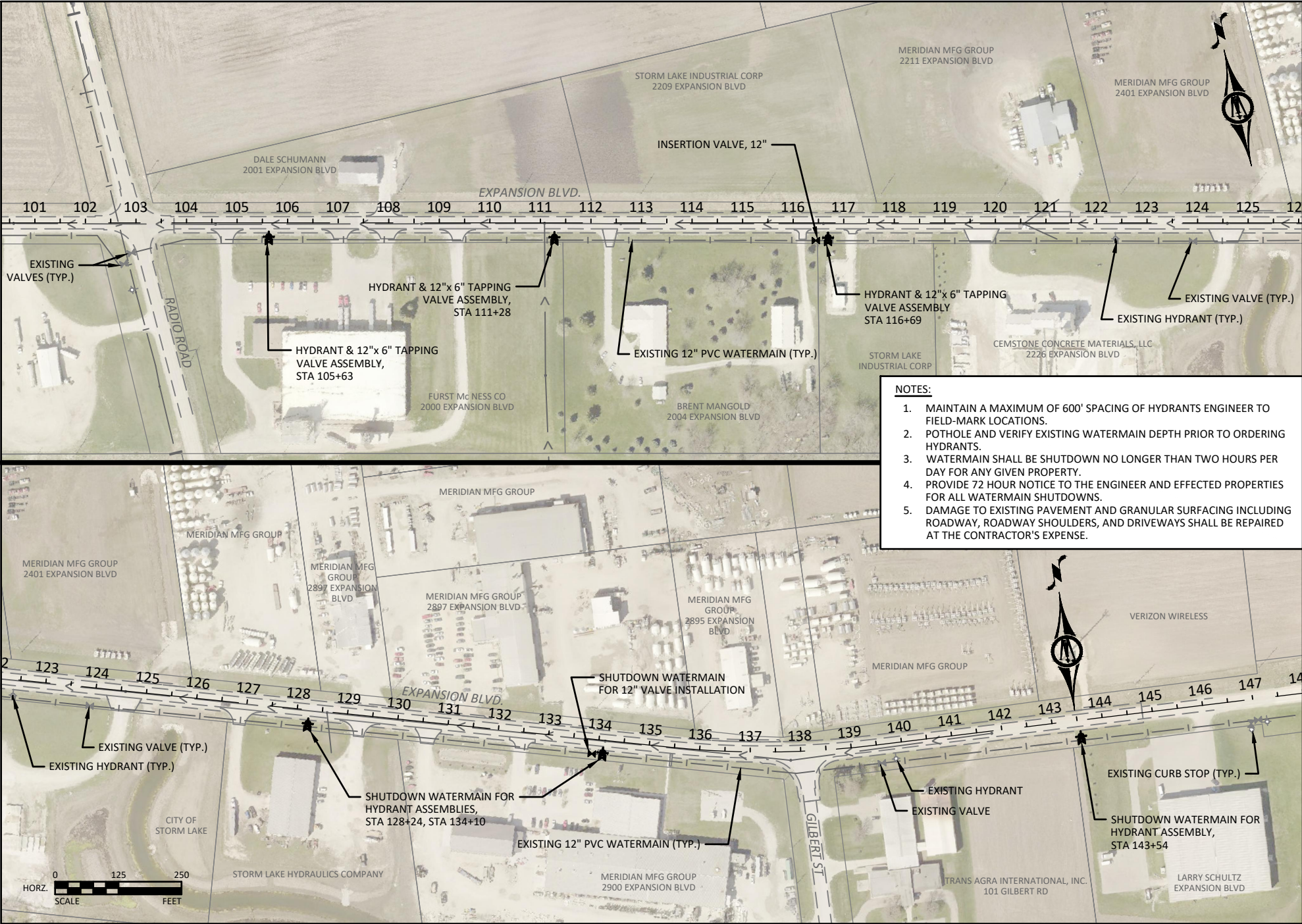
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-X-X	<u>EXPLORATORY EXCAVATION</u> THIS ITEM IS FOR THE INVESTIGATION OF LOCATIONS AND ELEVATIONS OF AN EXISTING UTILITY TO VERIFY THE POTENTIAL FOR CONFLICTS. THE ENGINEER OR THEIR REPRESENTATIVE MUST VERIFY THE CONDITIONS FOUND. NO PAYMENT WILL BE MADE FOR EXPLORATORY EXCAVATION UNLESS SPECIFICALLY DIRECTED AND AGREED TO BY THE ENGINEER. EXPLORATORY EXCAVATION WILL NOT BE PAID FOR EXCAVATION REQUIRED TO LOCATE AND CONNECT TO EXISTING PIPES UNLESS THE ENGINEER AGREES THAT EXCAVATION BEYOND WHAT COULD BE CONSIDERED REASONABLE IS REQUIRED. WHERE EXPLORATORY EXCAVATION IS PERFORMED IN A LOCATION THAT WILL NOT BE DISTURBED LATER, BACKFILL SHALL BE PLACED AND COMPACTED TO THE DENSITY SPECIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS FOR THE TYPE OF UTILITY LOCATED. CONTRACTOR HAS THE OPTION TO USE OPEN EXCAVATION OR VACUUM TYPE EQUIPMENT TO PERFORM THE EXCAVATION DEPENDING UPON SITE CONDITIONS.
2	3010-108-C-0	<u>TRENCH FOUNDATION</u> THIS ITEM IS TO INCORPORATE TRENCH FOUNDATION WHERE UNSUITABLE MATERIALS ARE FOUND BELOW THE PIPE BEDDING DURING CONSTRUCTION. ENGINEER SHALL APPROVE ALL TRENCH FOUNDATION LOCATIONS PRIOR TO CONTRACTOR PERFORMING THIS WORK. MATERIAL PLACED IN LIEU OF PERFORMING NECESSARY DEWATERING SHALL NOT BE PAID.
3	5010-108-A-1	<u>WATER MAIN, TRENCHED, PVC, 6"</u>
4	5010-108-A-1	<u>WATER MAIN, TRENCHED, PVC, 12"</u> PIPE SHALL BE DR-18 UNLESS OTHERWISE NOTED. ALL JOINTS, THRUST BLOCKS, TRACER WIRE AND TRACER WIRE CONNECTIONS, GROUNDING ANODES, AND CONNECTIONS TO EXISTING MAINS ARE CONSIDERED INCIDENTAL TO THIS ITEM EXCEPT AS OTHERWISE NOTED. PIPE BEDDING CLASS SHALL CONFORM WITH SUDAS STANDARD PLATE SW-101. CLASS P-3 BEDDING MATERIAL SHALL BE CLASS I OR CLASS II. CONTRACTOR SHALL PROVIDE 72 HOUR ADVANCE NOTICE TO THE OWNER AND PROPERTY OWNERS FOR WATERMAIN SHUTDOWNS. OWNER WILL PROVIDE WATER FOR INITIAL FILL AND FLUSHING. TESTING AND DISINFECTION TO BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH AWWA C651 AND SHALL BE INCIDENTAL. CONTRACTOR WILL BE CHARGED FOR WATER FLUSHING AFTER THE FIRST FAILED TEST. REMOVAL OF EXISTING WATER MAIN TO INSTALL NEW WATER MAIN SHALL BE CONSIDERED INCIDENTAL. TRACER WIRE SHALL BE #14 COPPER CLAD STEEL WIRE OR #12 AWD SOLID COPPER WIRE WITH 30-MIL HDPE INSULATING JACKET TAPED TO THE MAIN. TRACER WIRE SYSTEM SHALL USE 3M SPLICE KITS AND COPPERHEAD GROUNDING ANODES, AND SHALL BE TERMINATED AS SHOWN ON PLAN. OWNER WILL TEST THE TRACER WIRE SYSTEM PRIOR TO FINAL ACCEPTANCE. TRACER WIRE TERMINAL TEST STATIONS AS MFG. BY COPPERHEAD INDUSTRIES OR APPROVED EQUAL.
5	5010-108-C-2	<u>FITTING, DUCTILE IRON</u> ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT, RESTRAINED JOINT WITH MEGALUG OR APPROVED EQUAL. NUTS AND BOLTS TO BE FLUOROCARBON COATED WITH 1-2.5 MIL THICKNESS. WEIGHTS ARE PER AWWA C-153. POLYETHYLENE WRAP AND BEDDING MATERIAL IS CONSIDERED INCIDENTAL TO THIS ITEM. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER GLAND INSTALLED. ALL SLEEVES SHALL BE SOLID SLEEVES, DRESSER COUPLINGS WILL NOT BE ALLOWED. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER GLAND INSTALLED.
6	5020-108-A-0	<u>GATE VALVE, 6"</u>
7	5020-108-A-0	<u>GATE VALVE, 12"</u> VALVES SHALL BE MUELLER RESILIENT WEDGE GATE VALVES WITH STAINLESS STEEL BOLTS, OR APPROVED EQUAL AND ALSO BE NON-RISING STEM, IRON BODY, 2" SQUARE OPENING NUT, OPEN LEFT, MECHANICAL JOINTS AND 200 PSI WORKING PRESSURE. VALVE UMBRELLA ANCHORAGE ASSEMBLY SHALL BE MANUFACTURED BY ADAPTOR, INC., OAK CREST WI, OR EQUIVALENT. VALVE BOXES SHALL BE THE SAME SIZE AS THE PIPE ON WHICH THEY ARE LOCATED AND HEAVY DUTY (THICK CAST) MARKED "WATER" ON VALVE BOX COVER. STRAIGHTENING AND ADJUSTING TO OF VALVE BOX TO FINAL GRADE IS INCIDENTAL TO THIS ITEM.
8	5020-108-B-0	<u>TAPPING VALVE ASSEMBLY, 12"X6"</u> THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, THE TAPPING SLEEVE ON THE EXISTING 12" WATERMAIN, THE 6" TAPPING VALVE, THE TAP, VALVE BOX AND COVER, VALVE BOX EXTENSION, AND VALVE STEM EXTENSION. THE VALVE SHALL COMPLY WITH THE GATE VALVE NOTES SPECIFIED. EXCAVATION, BACKFILL, AND COMPACTION SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
9	5020-108-X-X	<u>INSERTION VALVE, 12"</u> SEE APPENDIX IN PROJECT MANUAL FOR TECHNICAL SPECIFICATIONS.
10	5020-108-C-0	<u>FIRE HYDRANT</u> THRUST BLOCK, PEA GRAVEL OR POROUS BACKFILL MATERIAL NECESSARY TO INSTALL HYDRANT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. POROUS BACKFILL SHALL BE COVERED WITH GEOTEXTILE FABRIC. ALL FITTINGS, JOINTS, GATE VALVES, AND 6" PVC PIPE NECESSARY TO INSTALL HYDRANTS INCLUDING THE HYDRANT TEE WILL BE PAID SEPARATELY AND NOT INCLUDED IN THIS ITEM. HYDRANTS SHALL BE MUELLER SUPER CENTURION 250 3-WAY HYDRANTS MODEL A-423. HYDRANTS SHALL BE PAINTED ALL YELLOW. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER GLAND INSTALLED. ANY GROUNDWATER ENCOUNTERED ABOVE THE DRAIN OUTLET SHALL HAVE THE OUTLET DRAIN PLUGGED AND SHALL BE EQUIPPED WITH A TAG STATING "PUMP AFTER USE".
11	8030-108-A-0	<u>TEMPORARY TRAFFIC CONTROL</u> THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL TRAFFIC CONTROL DEVICES NECESSARY FOR THE DURATION OF THIS PROJECT. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL TRAFFIC CONTROL SHALL BE PROPERLY LOCATED AND KEPT CLEAN AND LEGIBLE BY THE CONTRACTOR PROVIDING SAFE TRAFFIC FLOW AT ALL TIMES. COORDINATE LANE CLOSURES WITH THE OWNER. IDOT TC-202 SHALL BE IMPLEMENTED AND MAINTAINED FOR WORK WITHIN 15' OF THE TRAVELED WAY ON EXPANSION BOULEVARD. ALL MATERIALS AND EQUIPMENT SHALL BE STORED WITHIN THE WORKING LIMITS OR BEYOND 15' AWAY FROM THE ROADWAY PAVEMENT WHILE STILL WITHIN THE RIGHT-OF-WAY. COORDINATE VEHICLE PARKING WITH THE OWNER PRIOR TO COMMENCING WORK.
12	9010-108-B-0	<u>HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING</u> SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION. SEEDING SHALL BE TYPE 1. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHES, SEEDBED PREPARATION, FURNISHING AND PLACEMENT OF SEED, FURNISHING, PLACEMENT, AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. MULCH SHALL BE BONDED FIBER MATRIX (BFM). DORMANT SEEDING SHALL BE USED OUTSIDE OF SEEDING DATES PRIOR TO WINTER SHUTDOWN. SEED SHALL BE A MINIMUM PLS OF 70%.
13	11020-108-A-1	<u>MOBILIZATION</u>

EXPANSION BOULEVARD HYDRANT IMPROVEMENTS

CITY OF STORM LAKE, IOWA

SITE PLAN

JULY, 2020



NOTES:

- 1. MAINTAIN A MAXIMUM OF 600' SPACING OF HYDRANTS ENGINEER TO FIELD-MARK LOCATIONS.
- 2. POTHOLE AND VERIFY EXISTING WATERMAIN DEPTH PRIOR TO ORDERING HYDRANTS.
- 3. WATERMAIN SHALL BE SHUTDOWN NO LONGER THAN TWO HOURS PER DAY FOR ANY GIVEN PROPERTY.
- 4. PROVIDE 72 HOUR NOTICE TO THE ENGINEER AND EFFECTED PROPERTIES FOR ALL WATERMAIN SHUTDOWNS.
- 5. DAMAGE TO EXISTING PAVEMENT AND GRANULAR SURFACING INCLUDING ROADWAY, ROADWAY SHOULDERS, AND DRIVEWAYS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

ENGINEER'S ESTIMATE

Expansion Boulevard Hydrant Improvements
City of Storm Lake

BMI PROJECT NO. P11.120650



**BOLTON
& MENK**

Real People. Real Solutions.

July 6, 2020

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	EXPLORATORY EXCAVATION	HR	6	\$350.00	\$2,100.00
2	TRENCH FOUNDATION	TON	8	\$100.00	\$800.00
3	WATER MAIN, TRENCHED, PVC, 6"	LF	24	\$75.00	\$1,800.00
4	WATER MAIN, TRENCHED, PVC, 12"	LF	26	\$100.00	\$2,600.00
5	FITTING, DUCTILE IRON	LB	567	\$15.00	\$8,505.00
6	GATE VALVE, 6"	EA	3	\$2,500.00	\$7,500.00
7	GATE VALVE, 12"	EA	1	\$5,000.00	\$5,000.00
8	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3	\$6,500.00	\$19,500.00
9	INSERTION VALVE, 12"	EA	1	\$12,000.00	\$12,000.00
10	FIRE HYDRANT	EA	6	\$3,500.00	\$21,000.00
11	TEMPORARY TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00
12	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	\$12,000.00	\$2,400.00
13	MOBILIZATION	LS	1	\$6,000.00	\$6,000.00

OPINION OF PROBABLE CONSTRUCTION COST: **\$98,205.00**

Staff Summary

7/6/2020

Agenda Item # 9.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving Professional Services Agreement with Bolton & Menk for the 2021 CIPP Sanitary Sewer Improvements Project**

BACKGROUND: Eight NRDC-HUD funded projects were originally approved. There is a possibility of using remaining funds to allow for additional improvements of sanitary sewer mains in the vicinity of the previous 7th and Geneseo project as well as the Violet/Tulip/Rose Lane neighborhood. At the April 6, 2020 Council meeting, the City approved the agreement with Bolton & Menk for preliminary engineering services and directed staff to negotiate a design engineering contract for the proposed project upon the identification of the project's scope. The intended public infrastructure improvements entail CIPP lining of existing 8" mains and associated manhole rehabilitation within the improvement areas.

T

This professional services agreement will provide engineering services for the aforementioned public infrastructure improvements. Following the provisions of our current two (2) year agreement with Bolton & Menk for infrastructure engineering, this agreement under consideration is project specific to the public infrastructure improvements project.

FISCAL IMPACT: Estimated \$57,200; \$52,200 fixed fee for design engineering and bidding services, \$5,000 estimated fee for grant administrator assistance services.

RECOMMENDATION: Approve the agreement with Bolton & Menk for engineering services for the 2021 CIPP Sanitary Sewer Improvements project.

ATTACHMENTS:

Description	Type
□ Agreement	Contract

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 8 – 2021 CIPP Sanitary Sewer Improvements

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: July 6, 2020

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

TASK	DESCRIPTION	Total Cost
1	Design Engineering and Bidding Services	\$52,200
2	CDBG Grant Administrator Assistance	\$5,000
TOTALS		\$57,200

Task 1 shall be invoiced on a fixed fee basis, subject only to adjustment for a change in scope of services performed that are agreed upon in writing by the CLIENT and CONSULTANT. The scope of services detailed within Exhibit I generally include project administration, construction drawings/specifications production, community outreach, permitting, and bidding/contract award services.

Task 2 is an estimated amount. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement.

Fee and fee structure associated with future Task 3, Construction Engineering Services will be determined upon the completion of Tasks 1-2. At such time, CONSULTANT will provide CLIENT with an amendment to this Task Order for consideration and future agreement.

3.0 Schedule:

Schedule for performance of Services will be as follows, such that all services will be completed by September 30, 2021.

July 2020	• Authorization of engineering for design engineering, bidding, and grant administrator assistance
July – August 2020	• Final design tasks
August – September 2020	• Bid Letting
September 2020 – October 2020	• Award project and construction agreement
November 2020 through Summer 2021	• Construction
Prior to July 31, 2021	• Final project closeout

4.0 Deliverables

Deliverables will be as set forth within the attached Exhibit I.

5.0 Term

In the event that the Schedule for this Amendment extends beyond the term of the Master Agreement, either intentionally or unintentionally by Amendment Scope or by Amendment extension, then this Amendment shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Amendment or until a new Master Agreement is executed incorporating this Amendment.

6.0 Other Matters

CONSULTANT will perform its services in compliance within the attached Exhibit II.

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Amendment, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA
David Derragon
620 Erie Street
Storm Lake, Iowa 50588
Office Phone: 712-732-8000
Email: derragon@stormlake.org

BOLTON & MENK, INC.
Josh Pope, P.E.
218 11th Street SW Plaza
Spencer, Iowa 51301
Office Phone: 712-580-5075
Email: Joshua.Pope@bolton-menk.com

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: Michael Porsch

Printed Name: Joshua Pope, P.E.

Title: Mayor

Title: Principal Engineer

ATTACHMENTS TO THIS AMENDMENT:

Exhibit I – Consultant's Services

Exhibit II – CDBG Compliance

EXHIBIT I – CONSULTANT’S SERVICES

TASK ORDER NO. 8 – 2021 CIPP SANITARY SEWER IMPROVEMENTS

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the design and bidding of trenchless sanitary sewer infrastructure improvements to serve the West 7th Street and Tulip Lane Neighborhoods. The basic improvements anticipated as part of this Agreement include sanitary sewer cured-in-place-piping, sewer manhole/lateral rehabilitation, and other related items.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Task 2: Design Engineering and Bidding Services

Task 2.1: Project Administration and Coordination

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 2.2: Final Plan Sheets

CONSULTANT will prepare comprehensive, detailed construction plans for the proposed trenchless improvements. This task includes preparation of applicable plan sections such as:

- General Layout
- Statement of Estimated Quantities
- Tabulations including:
 - Existing Pipe Material
 - Existing Pipe Grade
 - Existing Pipe Segment Length
 - Existing Manhole Depth

Task 2.3: Project Specifications

CONSULTANT will prepare special provisions to submit with the final construction plan.

Task 2.4: Engineer’s Estimate

CONSULTANT will prepare an engineer’s cost estimates based on the final plans and specifications for each set of construction documents.

Task 2.5: Submittals

CONSULTANT will submit design plans and other documents for review at the following stages of completion:

- 30% Plan Review – submittal to include preliminary design plans and preliminary cost estimate.

- 60% Plan Review – submittal to include preliminary design plans and preliminary cost estimate. CONSULTANT will incorporate CLIENT comments from the 30% plan review.
- 95% Plan Review – submittal to include final design plans, specifications, and engineer’s estimate. CONSULTANT will incorporate CLIENT comments from the 60% plan review.
- Final Plan Approval – submittal of final design plans, specifications, and engineer’s estimate for approval and signatures. Any final CLIENT comments will be addressed in this submittal.

Task 2.6: Community Outreach

The CONSULTANT shall organize and facilitate a public informational meeting (with assistance and participation by the CLIENT). The meeting will be held prior to bidding in order to communicate to impacted stakeholders the proposed project scope, gather additional input, and address access and other property owner concerns. The meeting will be conducted in an informal setting with a brief presentation followed by an “open house” format to encourage participation by the property owners and to provide an opportunity to meet one-on-one with members of the project team. The CONSULTANT may also schedule individual property owner meetings as required to maintain communication and gather pertinent information for issues that will directly impact specific property owners.

Task 2.7: Permitting Applications

CONSULTANT will prepare and submit the Construction Permit Application and the Contract Documents to the Iowa DNR for review and approval. CLIENT will be responsible for applicable permitting application fees. Anticipated permit applications include:

- Iowa DNR Wastewater

Task 2.8: Bidding Phase Services

CONSULTANT will prepare and publish the advertisement for bid and distribute the bid documents. CONSULTANT will provide responses to questions from contractors and issue addenda as required. CONSULTANT will attend the bid opening, prepare the resultant bid tabulation, and provide verification of submitted bids as part of the contract award recommendation to be provided to the CLIENT. Upon Council award, CONSULTANT will distribute the Contract to the selected contractor and secure the required contractor submittals necessary to commence construction.

Task 3: CDBG Grant Administrator Assistance

Task 3.1: Grant Administration

CONSULTANT will coordinate the final design and contract documents with the CLIENT’s grant administrator to ensure that the bidding process, contractor selection, contract documents, worker’s compensation, construction materials, insurance, bonding, etc., are fundable and in accordance with CDBG grant requirements. Upon the selection of a contractor, CONSULTANT will continue to work with CLIENT’s grant administrator to ensure that the selected contractor satisfies all grant-oriented requirements.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Professional services associated with temporary/permanent property acquisition.
2. Professional services related to additional utility (watermain, storm sewer) or surface replacements, including a scope modification to a partial or full street reconstruction.
3. Professional services associated with subsurface exploration (including pipe televising, soil borings, etc.), geotechnical engineering, or construction materials testing.
4. Professional services associated with flow monitoring or smoke testing of the sanitary sewer collection system.
5. Professional services associated with environmental/cultural resources studies.
6. Professional services associated with construction administration and engineering.

EXHIBIT II

THE FOLLOWING SHOULD BE INCLUDED IN ALL CDBG PROJECT SPECIFICATIONS AND CONTRACTS:

A. Executive Orders 11246 and 11375.

The Engineer will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Engineer agrees as follows:

- 1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Engineer will, in all solicitations or advertisement for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Engineer will send to each labor union or representative of workers with which they have a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Engineer may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Engineer will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964 and Iowa Civil Right Act of 1965.

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance. Iowa Civil Right Act mirrors the Federal Civil Rights Act.

C. Federal Executive Order 11063, as amended by Executive Order 12259 Equal Opportunity Housing

D. Section 109 of Title I of the Housing and Community Development Act.

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended).

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Engineer agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Engineer's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Engineer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Engineer will not subcontract with any subcontractor where the Engineer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Engineer will certify that any vacant employment positions, including training positions, that are filled (1) after the Engineer is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to

comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

F. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

G. Access to and Maintenance of Records. The Engineer must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Engineer shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

H. Termination. The Owner and/or the Engineer shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Engineer to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Contract shall, at the option of the City, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

I. Awarding Agency Reporting Requirements. The Engineer must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

J. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871

K. All Contracts in Excess of \$100,000.

In addition to the preceding provisions, Contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Engineer agrees as follows:

- 1) The Engineer will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Engineer agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Engineer agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection

Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

- 4) The Engineer agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

L. All Contracts in Excess of \$2,000.

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

Staff Summary

7/6/2020

Agenda Item # 10.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing for the Tulip Lane Stormwater Improvement Project, Plans, Specifications, and Form of Contract**

BACKGROUND: The Tulip Lane neighborhood has been subjected to numerous flooding impacts in recent years. In March 2019, rainfall and rapid snowmelt resulted in considerable ponding west of Expansion Boulevard. The proposed improvements include installation of new storm sewer intakes and 15" to 24" mains, water quality infrastructure, and related improvements.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost is \$324,804.50. The project is one of eight NRDC-HUD funded projects with federal funding entailing 75% and local match 25%.

RECOMMENDATION: Hold Public Hearing
Receive Public Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material
☐ Engineer's Estimate of Construction Cost	Backup Material
☐ Plans	Backup Material
☐ Project Manual	Backup Material

NOTICE OF PUBLIC HEARING

2020 Tulip Lane Stormwater Improvements City of Storm Lake

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on July 6, 2020, at 620 Erie Street, in Storm Lake, Iowa.

Project Description: Stormwater improvements including storm sewer construction along Tulip Lane west of Expansion Boulevard, drainage swale repairs, and related improvements in Storm Lake, IA.

This Notice is given by authority of the
City of Storm Lake

Mayra Martinez
City Clerk

ENGINEER'S ESTIMATE

TULIP LANE STORMWATER IMPROVEMENTS
CITY OF STORM LAKE

BMI PROJECT NO. P11.120478



May 27, 2020

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	EXCAVATION, CLASS 13	CY	505	\$18.00	\$9,090.00
2	SUBGRADE PREPARATION	SY	1133	\$2.50	\$2,832.50
3	SUBBASE, MODIFIED, 6"	SY	1133	\$13.00	\$14,729.00
4	EXPLORATORY EXCAVATION	HR	3	\$225.00	\$675.00
5	TRENCH FOUNDATION	TON	5	\$200.00	\$1,000.00
6	STORM SEWER, TRENCHED, RCP CLASS V, 15"	LF	31	\$65.00	\$2,015.00
7	STORM SEWER, TRENCHED, RCP CLASS III, 18"	LF	35	\$75.00	\$2,625.00
8	STORM SEWER, TRENCHED, RCP CLASS III, 24"	LF	253	\$100.00	\$25,300.00
9	PIPE APRON, RCP, 24"	EA	1	\$2,500.00	\$2,500.00
10	SUBDRAIN, PERFORATED PVC, 6"	LF	329	\$18.00	\$5,922.00
11	SUBDRAIN CLEANOUT, 6", TYPE A-1	EA	2	\$500.00	\$1,000.00
12	WATER MAIN, TRENCHED, PVC, 6"	LF	80	\$80.00	\$6,400.00
13	FITTING, DUCTILE IRON	LB	328	\$15.00	\$4,920.00
14	POLYSTYRENE INSULATION, 4"	SF	64	\$11.00	\$704.00
15	GATE VALVE & BOX, 6"	EA	2	\$1,700.00	\$3,400.00
16	FIRE HYDRANT ASSEMBLY	EA	1	\$6,500.00	\$6,500.00
17	INTAKE, SW-501	EA	2	\$2,200.00	\$4,400.00
18	INTAKE, SW-505	EA	1	\$3,200.00	\$3,200.00
19	INTAKE, SW-506	EA	1	\$4,200.00	\$4,200.00
20	STORM WATER TREATMENT DEVICE	EA	1	\$50,000.00	\$50,000.00
21	PAVEMENT, PCC, 7"	SY	1004	\$55.00	\$55,220.00
22	DRIVEWAY, PAVED, PCC, 6"	SY	87	\$65.00	\$5,655.00
23	FULL DEPTH PATCHES	SY	100	\$110.00	\$11,000.00
24	PAVEMENT REMOVAL	SY	1004	\$7.00	\$7,028.00
25	TEMPORARY TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00
26	CONVENTIONAL SEEDING, SEEDING, AND FERTILIZING	AC	0.5	\$4,000.00	\$2,000.00
27	SOD	SY	497	\$12.00	\$5,964.00
28	TEMPORARY RECP, TYPE 2C	SY	950	\$3.50	\$3,325.00
29	TURF REINFORCEMENT MATS, TYPE 1	SQ	1	\$1,200.00	\$1,200.00
30	INLET PROTECTION DEVICE	EA	7	\$250.00	\$1,750.00
31	MOBILIZATION	LS	1	\$19,000.00	\$19,000.00
32	MAINTENANCE OF POSTAL SERVICE	LS	1	\$1,000.00	\$1,000.00
33	REMOVE AND REPLACE MAILBOX	EA	7	\$750.00	\$5,250.00
34	SUMP PUMP CONNECTION	EA	8	\$1,000.00	\$8,000.00
35	CONSTRUCTION ALLOWANCE	LS	1	\$45,000.00	\$45,000.00

OPINION OF PROBABLE CONSTRUCTION COST: **\$324,804.50**

CITY OF STORM LAKE

CONSTRUCTION PLANS FOR

TULIP LANE STORMWATER IMPROVEMENTS

STORMWATER IMPROVEMENTS
STREET IMPROVEMENTS

JUNE, 2020

RESOURCE LIST

CITY OF STORM LAKE

City Hall
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

City Manager:
Keri Navratil
Assistant City Manager:
David Derragon

Mayor: Mike Porsch

City Council Members:
Dan Smith
Jose Ibarra
Kevin McKinney
Maria Ramos
Tyson Rice

Infrastructure Engineer:
Josh Pope P.E.
Bolton & Menk, Inc.
218 11th Street SW Plaza
712-580-5075

Public Services Supervisor:
Scott Bonebrake

UTILITIES

GAS
Alliant Energy
Storm Lake, IA 50588
1-800-822-4348

TELEPHONE/CABLE

Long Lines
118 E. 5th St.
Storm Lake, IA 50588
712-213-7425

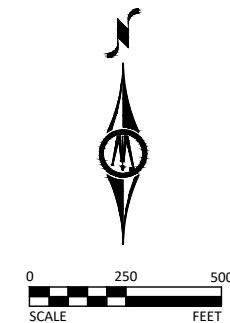
Mediacom
720 Lake Ave.
Storm Lake, IA 50588
855-633-4226

Century Link
426 Lake Ave.
Storm Lake, IA 50588
1-800-261-1691

WATER, WASTEWATER,
STORMWATER
City of Storm Lake
433 Vilas Rd.
Storm Lake, IA 50588
712-732-8029

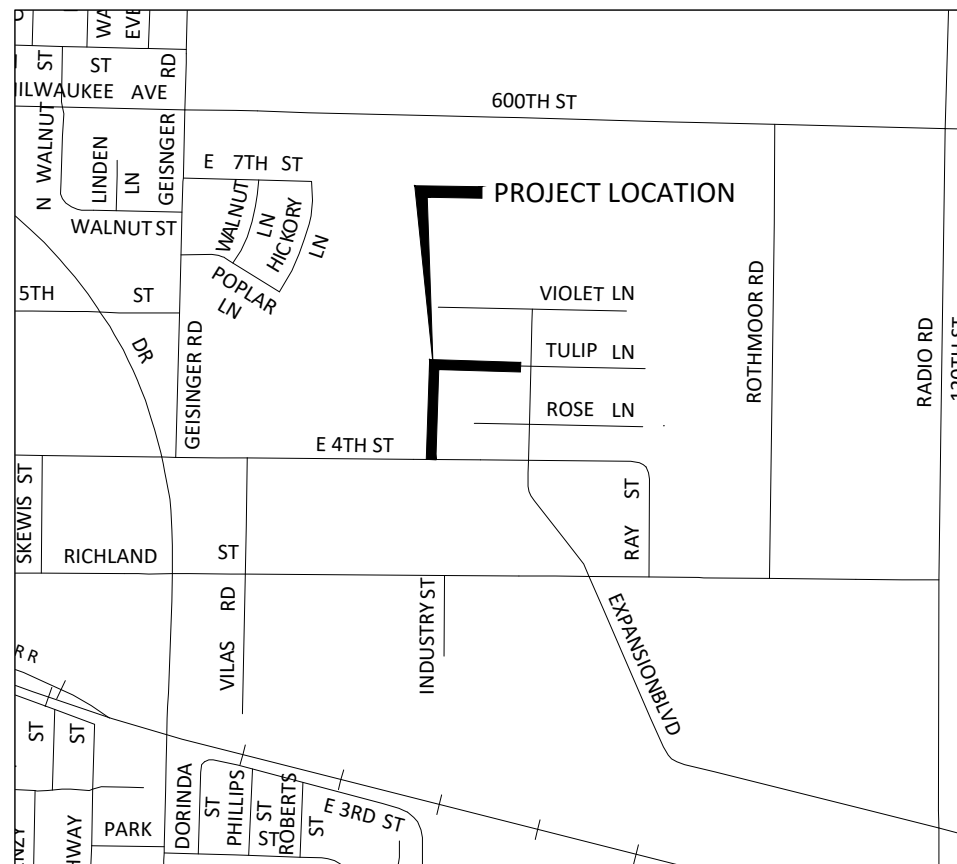
ELECTRIC
Mid American
1016 Vestal Street
Storm Lake, IA 50588
888-427-5632

MAP OF THE
CITY OF STORM LAKE
BUENA VISTA COUNTY, IA



MAP LEGEND

PROJECT LIMITS



SHEET NUMBER

GENERAL

G0.01 - G0.02

G1.01 - G1.02

SHEET TITLE

TITLE SHEET, LEGEND

ESTIMATED QUANTITIES & ESTIMATE REFERENCE NOTES

CIVIL

C0.01

EXISTING CONDITIONS & REMOVALS PLAN

C1.01 - C1.02

DETAILS AND TYPICAL SECTION

C2.01

EROSION CONTROL PLAN

C5.01

STORM SEWER PLAN & PROFILE

C6.01

STREET PLAN & PROFILE

C9.01

CROSS SECTIONS

THIS PLAN SET CONTAINS 11 SHEETS.



GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", SERIES 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

BM=1222.74
TOP OF EXISTING HYDRANT
NORTH SIDE OF TULIP LANE
STA. 102+69

BM=1430.00
TOP OF EXISTING HYDRANT
SOUTHWEST CORNER OF TULIP
LANE & EXPANSION BOULEVARD

PROJECT DATUM:

HORIZONTAL: Iowa Regional Coordinate System
(IRCS) Zone 4 Sioux City - Iowa Falls

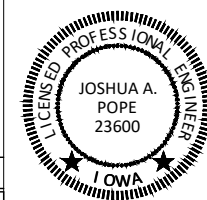
VERTICAL: NAVD 88

RECORD DRAWING INFORMATION

OBSERVER:

CONTRACTOR:

DATE:



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

JOSHUA A. POPE, P.E.

LIC. NO. 23600

DATE: 06/01/2020

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEETS



218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
WDB	0	BID	06/01/2020
DRAWN	JJD		
CHECKED	JAP		
CLIENT PROJ. NO.			

CITY OF STORM LAKE, IOWA

TULIP LANE STORMWATER IMPROVEMENTS

TITLE SHEET

SHEET

G0.01

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	FILL PIPE		TRASH CAN
	FIRE HYDRANT		UTILITY MARKER
	FLAG POLE		VALVE
	FLARED END / APRON		VALVE POST INDICATOR
	FUEL PUMP		VALVE VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT ON POLE		
	LIGHT-GROUND		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	ASPHALT		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL, 1-800-292-8989.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		



**BOLTON
& MENK**

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	WDB	NO.	0	ISSUED FOR	BID	DATE	06/01/2020
DRAWN	JJD						
CHECKED	JAP						
CLIENT PROJ. NO.							

CITY OF STORM LAKE, IOWA

TULIP LANE STORMWATER IMPROVEMENTS

LEGEND

SHEET

G0.02

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ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
1	2010-108-E-0	EXCAVATION,CLASS 13	CY	505
2	2010-108-G-0	SUBGRADE PREPARATION	SY	1133
3	2010-108-I-0	SUBBASE, MODIFIED, 6"	SY	1133
4	2010-108-X-X	EXPLORATORY EXCAVATION	HR	3
5	3010-108-C-0	TRENCH FOUNDATION	TON	5
6	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS V, 15"	LF	31
7	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 18"	LF	35
8	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 24"	LF	253
9	4030-108-B-0	PIPE APRON, RCP, 24"	EA	1
10	4040-108-A-0	SUBDRAIN, PERFORATED PVC, 6"	LF	329
11	4040-108-C-0	SUBDRAIN CLEANOUT, 6", TYPE A-1	EA	2
12	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 6"	LF	80
13	5010-108-C-2	FITTING, DUCTILE IRON	LB	328
14	5010-108-X-X	POLYSTYRENE INSULATION, 4"	SF	64
15	5020-108-A-0	GATE VALVE & BOX, 6"	EA	2
16	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	1
17	6010-108-B-0	INTAKE, SW-501	EA	2
18	6010-108-B-0	INTAKE, SW-505	EA	1
19	6010-108-B-0	INTAKE, SW-506	EA	1
20	6010-108-X-X	STORM WATER TREATMENT DEVICE	EA	1
21	7010-108-A-0	PAVEMENT, PCC, 7"	SY	1004
22	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"	SY	87
23	7040-108-A-0	FULL DEPTH PATCHES	SY	100
24	7040-108-H-0	PAVEMENT REMOVAL	SY	1004
25	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
26	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, AND FERTILIZING	AC	0.5
27	9020-108-A-0	SOD	SY	497
28	9040-108-E-0	TEMPORARY RECP, TYPE 2C	SY	950
29	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 1	SQ	1
30	9040-108-T-1	INLET PROTECTION DEVICE	EA	7
31	11020-108-A-1	MOBILIZATION	LS	1
32	11030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	1
33	11030-108-X-X	REMOVE AND REPLACE MAILBOX	EA	7
34	11030-108-X-X	SUMP PUMP CONNECTION	EA	8
35	12000-108-X-X	CONSTRUCTION ALLOWANCE	LS	1

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-E-0	EXCAVATION,CLASS 13 TOPSOIL STRIPPING, SALVAGING AND RE-SPREADING TO 8" MINIMUM THICKNESS IN ALL AREAS TO BE SEEDED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
2	2010-108-G-0	SUBGRADE PREPARATION
3	2010-108-I-0	SUBBASE, MODIFIED, 6"
4	2010-108-X-X	EXPLORATORY EXCAVATION THIS ITEM IS FOR THE INVESTIGATION OF LOCATIONS AND ELEVATIONS OF AN EXISTING UTILITY TO VERIFY THE POTENTIAL FOR CONFLICTS. THE ENGINEER OR THEIR REPRESENTATIVE MUST VERIFY THE CONDITIONS FOUND. NO PAYMENT WILL BE MADE FOR EXPLORATORY EXCAVATION UNLESS SPECIFICALLY DIRECTED AND AGREED TO BY THE ENGINEER. EXPLORATORY EXCAVATION WILL NOT BE PAID FOR EXCAVATION REQUIRED TO LOCATE AND CONNECT TO EXISTING PIPES UNLESS THE ENGINEER AGREES THAT EXCAVATION BEYOND WHAT COULD BE CONSIDERED REASONABLE IS REQUIRED. WHERE EXPLORATORY EXCAVATION IS PERFORMED IN A LOCATION THAT WILL NOT BE DISTURBED LATER, BACKFILL SHALL BE PLACED AND COMPACTED TO THE DENSITY SPECIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS FOR THE TYPE OF UTILITY LOCATED. CONTRACTOR HAS THE OPTION TO USE OPEN EXCAVATION OR VACUUM TYPE EQUIPMENT TO PERFORM THE EXCAVATION DEPENDING UPON SITE CONDITIONS.
5	3010-108-C-0	TRENCH FOUNDATION ENGINEER SHALL APPROVE ALL TRENCH FOUNDATION LOCATIONS PRIOR TO CONTRACTOR PERFORMING THIS WORK. MATERIAL PLACED IN LIEU OF PERFORMING NECESSARY DEWATERING SHALL NOT BE PAID.
6	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS V, 15" CONNECTION TO EXISTING PIPE WILL BE INCIDENTAL TO THIS ITEM. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM C-361 & C-443 AND BE RUBBER O-RING. PIPE BEDDING SHALL CONFORM WITH SUDAS STANDARD PLATE SW-102, CLASS R-2. BEDDING MATERIAL SHALL BE CLASS I OR CLASS II OR AS SPECIFICALLY IDENTIFIED WITHIN THE CONTRACT DOCUMENTS. TRENCH COMPACTION TESTING SHALL BE PERFORMED BY THE OWNER.
7	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 18" CONNECTION TO EXISTING PIPE WILL BE INCIDENTAL TO THIS ITEM. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM C-361 & C-443 AND BE RUBBER O-RING. PIPE BEDDING SHALL CONFORM WITH SUDAS STANDARD PLATE SW-102, CLASS R-2. BEDDING MATERIAL SHALL BE CLASS I OR CLASS II OR AS SPECIFICALLY IDENTIFIED WITHIN THE CONTRACT DOCUMENTS. TRENCH COMPACTION TESTING SHALL BE PERFORMED BY THE OWNER.
8	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 24" CONNECTION TO EXISTING PIPE WILL BE INCIDENTAL TO THIS ITEM. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM C-361 & C-443 AND BE FABRIC WRAPPED UNLESS WITHIN 10 FEET OF A WATERMAIN WHICH SHALL BE GASKETED. PIPE BEDDING SHALL CONFORM WITH SUDAS STANDARD PLATE SW-102, CLASS R-2. BEDDING MATERIAL SHALL BE CLASS I OR CLASS II OR AS SPECIFICALLY IDENTIFIED WITHIN THE CONTRACT DOCUMENTS. TRENCH COMPACTION TESTING SHALL BE PERFORMED BY THE OWNER.
9	4030-108-B-0	PIPE APRON, RCP, 24" APRON GUARD SHALL BE INCIDENTAL TO THIS ITEM.
10	4040-108-A-0	SUBDRAIN, PERFORATED PVC, 6" SUBDRAIN SHALL BE PERFORATED PVC. BACKFILL SHALL BE PEA GRAVEL.
11	4040-108-C-0	SUBDRAIN CLEANOUT, 6", TYPE A-1
12	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 6" PIPE SHALL BE DR-18 UNLESS OTHERWISE NOTED. ALL JOINTS, THRUST BLOCKS, TRACER WIRE, GROUNDING ANODES, AND CONNECTIONS TO EXISTING MAINS ARE CONSIDERED INCIDENTAL TO THIS ITEM EXCEPT AS OTHERWISE NOTED. PIPE BEDDING CLASS SHALL CONFORM WITH SUDAS STANDARD PLATE SW-101. CLASS P-3 BEDDING MATERIAL SHALL BE CLASS I OR CLASS II. CONTRACTOR SHALL COORDINATE WATER MAIN CONNECTIONS AND SHUTDOWN WITH OWNER. OWNER WILL PROVIDE WATER FOR INITIAL FILL AND FLUSHING. CONTRACTOR WILL BE CHARGED FOR WATER FLUSHING AFTER THE FIRST FAILED TEST. THE REMOVAL AND ABANDONMENT OF EXISTING WATERMAIN NECESSARY FOR INSTALLATION OF NEW WATERMAIN SHALL BE CONSIDERED INCIDENTAL. TESTING AND DISINFECTING SYSTEM PRIOR TO FINAL ACCEPTANCE IS CONSIDERED INCIDENTAL. TRACER WIRE AND CONNECTIONS TO EXISTING MAINS CONSIDERED INCIDENTAL TO THIS ITEM. TRACER WIRE SHALL BE #14 COPPER CLAD STEEL WIRE OR #12 AWD SOLID COPPER WIRE WITH 30-MIL HDPE INSULATING JACKET TAPED TO THE MAIN. TRACER WIRE SYSTEM SHALL USE 3M SPLICE KITS AND COPPERHEAD GROUNDING ANODES AND TERMINAL BOX, AND SHALL BE TERMINATED AS SHOWN ON PLAN. OWNER WILL TEST THE TRACER WIRE SYSTEM PRIOR TO FINAL ACCEPTANCE.
13	5010-108-C-2	FITTING, DUCTILE IRON ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT, RESTRAINED JOINT WITH MEGALUG OR APPROVED EQUAL. NUTS AND BOLTS TO BE FLUOROCARBON COATED WITH 1-2.5 MIL THICKNESS. WEIGHTS ARE PER AWWA C-153. POLYETHYLENE WRAP AND BEDDING MATERIAL IS CONSIDERED INCIDENTAL TO THIS ITEM. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER GLAND INSTALLED. ALL SLEEVES SHALL BE SOLID SLEEVES, DRESSER COUPLINGS WILL NOT BE ALLOWED.
14	5010-108-X-X	POLYSTYRENE INSULATION, 4" INSULATION SHALL BE EXTRUDED RIGID BOARD MATERIAL WITH A THERMAL CONDUCTIVITY OF 0.23 BTU/HR/SF/INCH, MINIMUM COMPRESSIVE STRENGTH OF 35 PSI AND WATER ABSORPTION OF 0.25% BY VOLUME. BOARD DIMENSIONS SHALL BE 4' X 8' X 2" THICK. INSULATION SHALL BE PLACED ON A BED OF SAND AND SAND SHALL BE PLACED ABOVE THE INSULATION TO ISOLATE THE INSULATION FROM ROCKS AND OTHER SHARP OBJECTS THE ULTIMATE THICKNESS OF INSULATION REQUIRED SHALL BE ACHIEVED BY USING 2 LAYERS OF INSULATION, THE SECOND LAYER SHALL BE PLACED PERPENDICULAR TO THE FIRST LAYER AND THE JOINTS SHALL BE OFFSET.
15	5020-108-A-0	GATE VALVE & BOX, 6" VALVES SHALL BE RESILIENT WEDGE, NON-RISING STEM, IRON BODY, 2" SQUARE OPENING NUT, OPEN LEFT, MECHANICAL JOINTS AND 200 PSI WORKING PRESSURE. VALVES SHALL BE THE SAME SIZE AS THE PIPE ON WHICH THEY ARE LOCATED. VALVE BOXES SHALL BE HEAVY DUTY (THICK CAST) MARKED "WATER" ON VALVE BOX COVER. STRAIGHTENING AND ADJUSTING OF VALVE BOX TO FINAL GRADE IS INCIDENTAL TO THIS ITEM. VALVE UMBRELLA ANCHORAGE ASSEMBLY SHALL BE MANUFACUTRED BY ADAPTOR, INC., OAK CREST WI, OR EQUIVALENT.
16	5020-108-C-0	FIRE HYDRANT ASSEMBLY ALL FITTINGS, JOINTS, GATE VALVES, AND 6" PVC PIPE NECESSARY TO INSTALL HYDRANT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM INCLUDING THE HYDRANT TEE. HYDRANTS SHALL BE MUELLER SUPER CENTURION 250 3-WAY HYDRANTS MODEL A-423 AND PAINTED YELLOW. VALVES SHALL BE MUELLER RESILIENT WEDGE GATE VALVES WITH STAINLESS STEEL BOLTS, OR APPROVED EQUAL. "G" ELEVATION SHOWN IN PLANS REFERENCES THE FINISHED GROUND ELEVATION WHERE THE HYDRANT IS LOCATED. VALVE UMBRELLA ANCHORAGE ASSEMBLY SHALL BE MANUFACUTRED BY ADAPTOR, INC., OAK CREST WI, OR EQUIVALENT.
17	6010-108-B-0	INTAKE, SW-501
18	6010-108-B-0	INTAKE, SW-505



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Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
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CITY OF STORM LAKE, IOWA

TULIP LANE STORMWATER IMPROVEMENTS

QUANTITES AND ESTIMATE REFERENCE INFORMATION

SHEET

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ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
19	6010-108-B-0	<u>INTAKE, SW-506</u>
20	6010-108-X-X	<u>STORM WATER TREATMENT DEVICE</u> DEVICE SHALL BE CASCADE SEPARATOR MANUFACTURED BY CONTECH ENGINEERED SOLUTIONS MODEL CS-5. SEE SPECIAL PROVISIONS.
21	7010-108-A-0	<u>PAVEMENT, PCC, 7"</u> GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER.
22	7030-108-H-1	<u>DRIVEWAY, PAVED, PCC, 6"</u> GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER.
23	7040-108-A-0	<u>FULL DEPTH PATCHES</u> PATCHES WITH MANHOLES SHALL BE CONSTRUCTED AS A BOXOUT ACCORDING TO FIGURE 7010.103. ALL PAVEMENT PATCHES SHALL BE FLUSH WITH ADJACENT CONCRETE. GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000 OR M #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. HOT POUR CRACK AND JOINT FILLER SHALL BE USED. PATCHING LIMITS TO BE FIELD-MARKED BY ENGINEER AND MAY BE LESS THAN FULL PANNEL WIDTH. PATCHES SHALL MATCH EXISTING JOINTING.
24	7040-108-H-0	<u>PAVEMENT REMOVAL</u> REMOVAL LIMITS SHALL BE FIELD-MARKED BY ENGINEER.
25	8030-108-A-0	<u>TEMPORARY TRAFFIC CONTROL</u>
26	9010-108-A-0	<u>CONVENTIONAL SEEDING, SEEDING, AND FERTILIZING</u> SEED AND FERTILIZE ALL AREAS WHERE INDICATED ON PLANS. SEEDING SHALL BE TYPE 2. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHES, SEEDBED PREPARATION, FURNISHING AND PLACEMENT OF SEED, FURNISHING, PLACEMENT, AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. MULCH SHALL BE BONDED FIBER MATRIX (BFM). DORMANT SEEDING SHALL BE USED OUTSIDE OF SEEDING DATES PRIOR TO WINTER SHUTDOWN. SEED SHALL BE A MINIMUM PLS OF 70%.

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
27	9020-108-A-0	<u>SOD</u> SOD ALL AREAS DISTURBED BY CONSTRUCTION UNLESS INDICATED ON PLANS. COST FOR WATERING SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, AND REWORK, INCLUDING REGRADING AND ADJUSTING GRADING, ARE CONSIDERED INCIDENTAL TO THIS ITEM. CONTRACTOR RESPONSIBLE FOR PROTECTING ALL SODDED AREAS THRU ESTABLISHMENT AND ACCEPTANCE. CONTRACTOR RESPONSIBLE FOR MOWING AND MAINTAINING SODDED AREAS UNTIL PROJECT IS ACCEPTED BY OWNER. SODDING OF AREAS OUTSIDE OF CONSTRUCTION LIMITS SHALL BE RESPONSIBILITY OF CONTRACTOR AT NO ADDITIONAL COST TO OWNER. SEE SHEET C2.01 FOR LOCATION.
28	9040-108-E-0	<u>TEMPORARY RECP, TYPE 2C</u> PRIOR TO INSTALLING THE PRODUCT, SURFACE SHALL BE SMOOTH WITH SEED AND FERTILIZER ALREADY APPLIED. OVERLAP CONSECUTIVE ROLLS A MINIMUM OF 3 INCHES AND INSTALL ANCHORS AT A MAXIMUM OF 18 INCHES ALONG ALL OVERLAPS. ADJACENT PARALLEL ROLLS SHALL BE OVERLAPPED A MINIMUM OF 2 INCHES USING ANCHORS DEVICES.
29	9040-108-R-0	<u>TURF REINFORCEMENT MATS, TYPE 1</u> EXCAVATION, STAPLES, ANCHORING DEVICES, AND MATERIAL FOR ANCHORING SLOTS SHALL BE CONSIDERED INCIDENTAL.
30	9040-108-T-1	<u>INLET PROTECTION DEVICE</u> INLET PROTECTION SHALL BE EITHER DROP IN OR WATTLES AS SHOWN IN PLANS. MAINTENANCE AND REMOVAL SHALL BE CONSIDERED INCIDENTAL.
31	11020-108-A-1	<u>MOBILIZATION</u>
32	11030-108-A-0	<u>MAINTENANCE OF POSTAL SERVICE</u> CONTRACTOR SHALL PROVIDE TEMPORARY MAIL BOXES FOR ALL RESIDENCES AFFECTED BY THE PROJECT. TEMPORARY MAILBOX SHALL BE LOCATED IN A PLACE ACCESSIBLE TO ALL RESIDENTS AND THE USPS FOR THE DURATION OF THE PROJECT. ITEM WILL BE PAID 0.5 OF THE TOTAL ITEM COST UPON INSTALLATION. REMAINDER WILL BE PAID UPON REMOVAL.
33	11030-108-X-X	<u>REMOVE AND REPLACE MAILBOX</u> CONTRACTOR SHALL REMOVE AND SALVAGE EXISTING MAILBOX AND REINSTALL EXISTING MAILBOX UPON PROJECT COMPLETION. REINSTALLED MAILBOX TO BE LOCATED AT EXISTING HORIZONTAL LOCATION AND IN CONFORMANCE WITH THE USPS STANDARDS. ITEM WILL BE PAID 0.5 OF THE TOTAL ITEM COST UPON INSTALLATION OF THE TEMPORARY MAILBOX AND THE TOTAL BID PRICE UPON REINSTALLATION OF THE EXISTING MAILBOX AND REMOVAL OF THE TEMPORARY MAILBOX.
34	11030-108-X-X	<u>SUMP PUMP CONNECTION</u> ITEM SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR INSTALLATION ACCORDING TO THE DETAIL IN THIS PLAN.
35	12000-108-X-X	<u>CONSTRUCTION ALLOWANCE</u> THIS ITEM SHALL BE USED AT THE ENGINEER AND OWNER'S DISCRETION TO PAY FOR MINOR WORK CHANGE DIRECTIVES. NO PAYMENT SHALL BE MADE FOR EXTRA WORK UNLESS IT IS APPROVED IN WRITING BY THE ENGINEER PRIOR TO THE WORK BEING UNDERTAKEN BY THE CONTRACTOR. ANY PORTION OF THE LUMP SUM CONSTRUCTION ALLOWANCE THAT IS NOT USED WILL BE REFUNDED TO THE OWNER. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR APPROVAL OF A WORK CHANGE PRIOR TO BEGINNING THE WORK.

A	CITY OF STORM LAKE - STORM SEWER CONSTRUCTION																		
STRUC IDENT.	STATION	LOC	TYPE	DESIGN	CASTING	RIM ELEV	OUTLET ELEV	DRAINS TO STRUC	PIPE GRADE	24" FLARED END SECTION	STORM WATER TREATMENT DEVICE	SW-501 HEIGHT	SW-505 HEIGHT	SW-506 HEIGHT	6" PVC SUBDRAIN	15" RCP	18" RCP	24" RCP	NOTES
										(EA)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	
										1									
1	101+59.20	23.70 RT	FES	-----	-----	-----	1422.85	DITCH		1									
2	101+82.27	19.93 RT	MH		E	1426.14	1422.89	1	0.19%		7.75							23	
3	101+82.28	15.50 RT	CB	SW-501	R	1425.43	1422.99	2	0.40%			2.44					4		
4	101+82.16	15.50 LT	CB	SW-501	R	1425.42	1423.15	3	0.50%			2.27			181	31			(1)
5	104+12.21	15.50 RT	CB	SW-506	R E	1426.01	1423.38	2	0.17%					2.63	55			230	(1)
6	104+12.21	15.50 LT	CB	SW-505	R R	1426.01	1423.63	5	0.50%				2.38		93		31		(2)
									TOTALS	1	7.75	4.71	2.38	2.63	329	31	35	253	

STORM SEWER NOTES:
STRUCTURE HEIGHTS ARE PROVIDED FOR INFORMATION ONLY.
(1) - PROVIDE 1 HOLE FOR 6" SUBDRAIN CONNECTION.
(2) - PROVIDE 2 HOLES FOR 6" SUBDRAIN CONNECTION.

CASTING NOMENCLATURE:
REFER TO SUDAS STANDARD PLATES SW-602, SW-603, & SW-604 FOR CASTING INFORMATION



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Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
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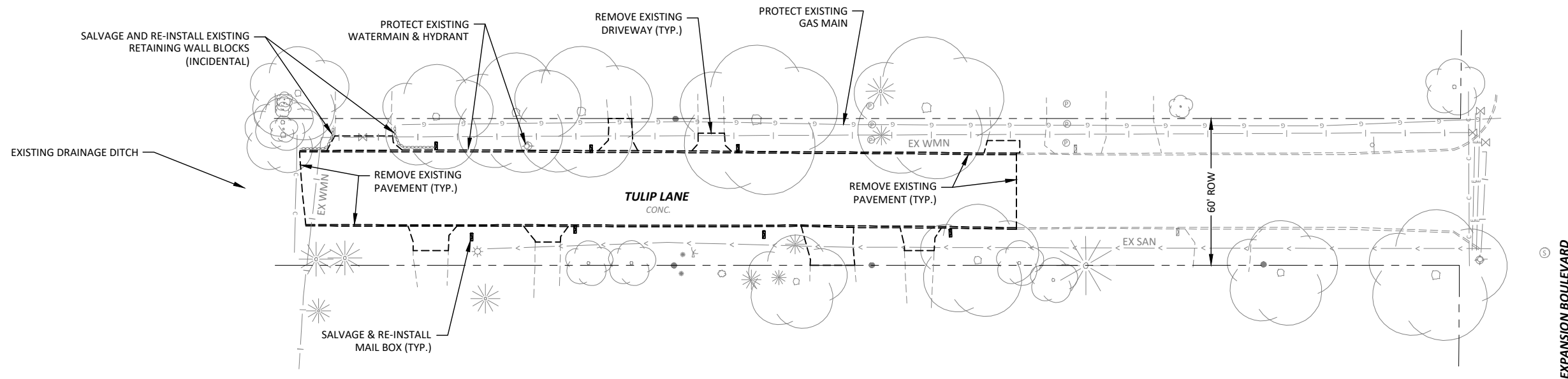
CITY OF STORM LAKE, IOWA

TULIP LANE STORMWATER IMPROVEMENTS

QUANTITES AND ESTIMATE REFERENCE INFORMATION

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NOTES

1. PAVEMENT REMOVAL AREAS ARE APPROXIMATE AND MAY VARY. COORDINATE REMOVAL AREAS WITH ENGINEER AND OWNER.
2. SALVAGE/REMOVAL AND RE-INSTALLATION OF ALL LANDSCAPING INCLUDING, BUT NOT LIMITED TO, RETAINING WALLS AND PLANTING BEDS SHALL BE INCIDENTAL. COORDINATE WITH THE ENGINEER PRIOR TO COMMENCING LANDSCAPE REMOVAL ACTIVITIES.



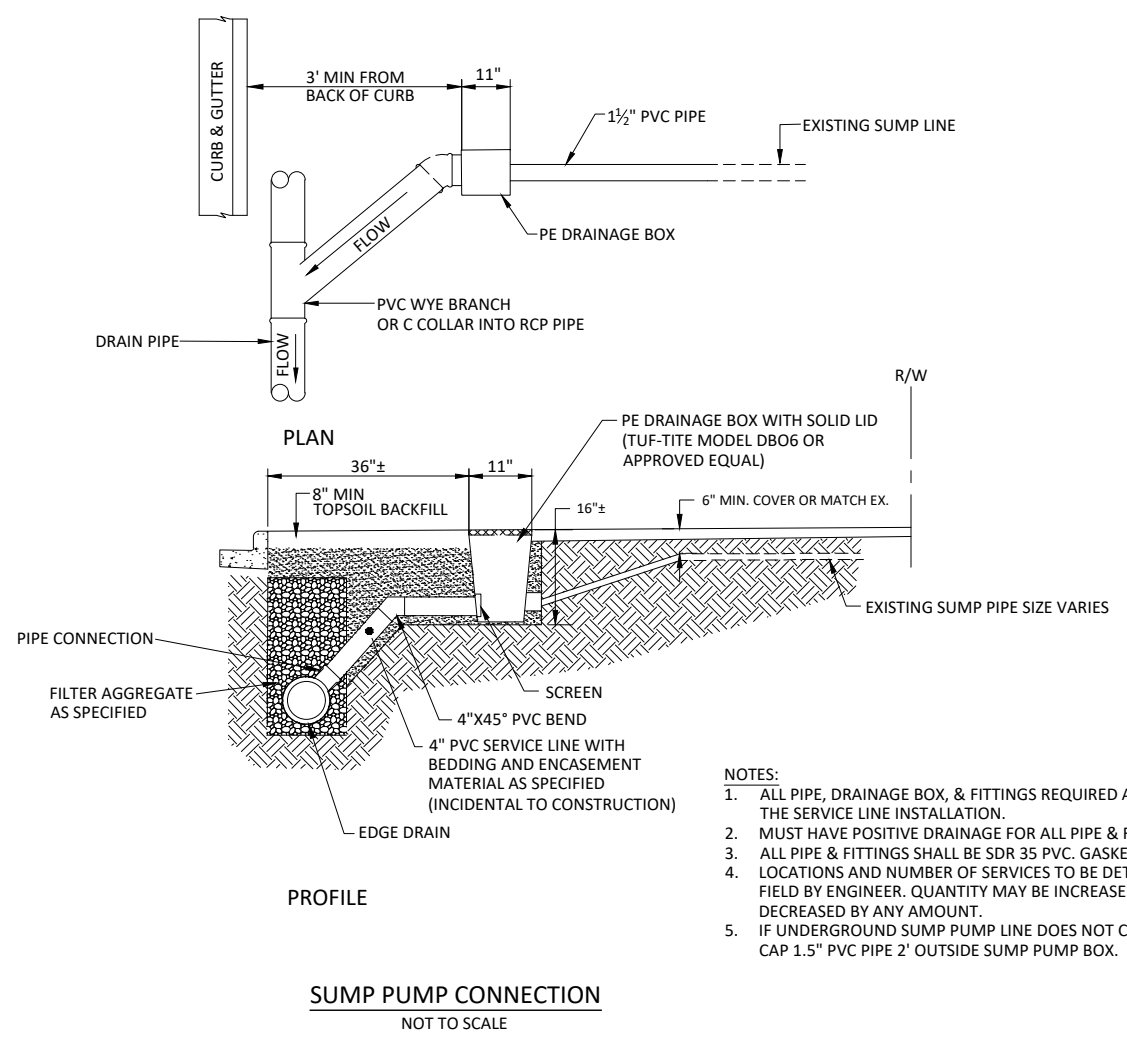
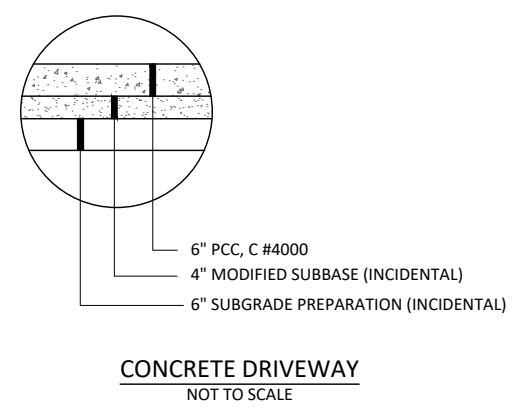
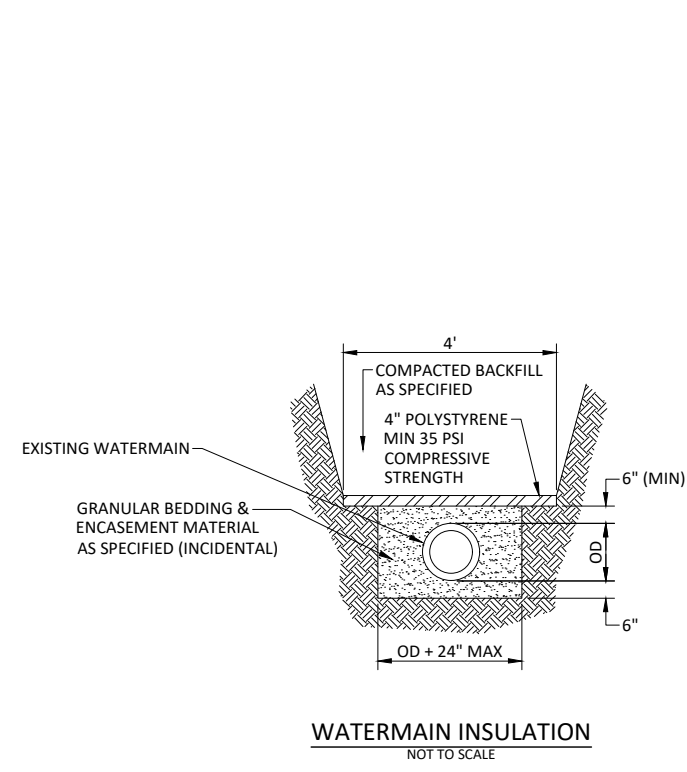
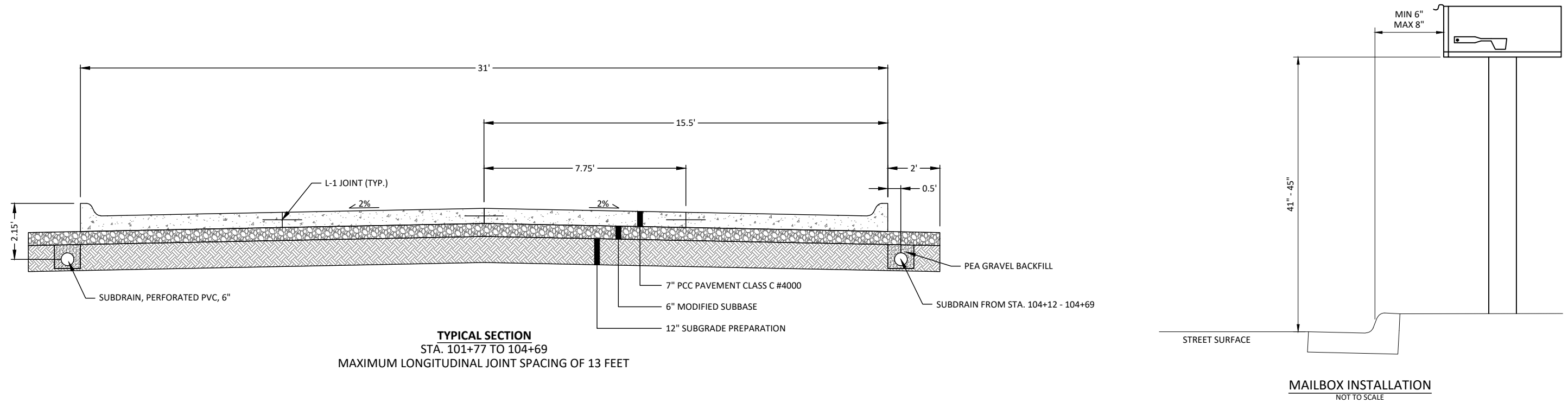
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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
EXISTING CONDITIONS & REMOVALS
STORMWATER SWALE & TULIP LANE

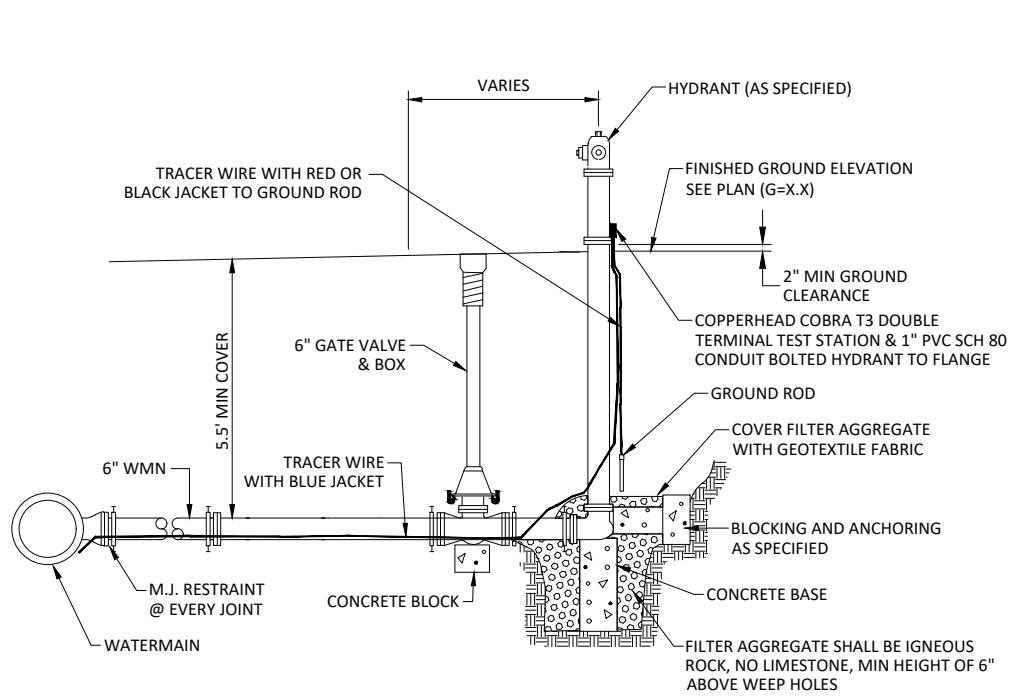
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- NOTES:
1. ALL PIPE, DRAINAGE BOX, & FITTINGS REQUIRED ARE INCLUDED IN THE SERVICE LINE INSTALLATION.
 2. MUST HAVE POSITIVE DRAINAGE FOR ALL PIPE & FITTINGS.
 3. ALL PIPE & FITTINGS SHALL BE SDR 35 PVC. GASKETED FITTINGS.
 4. LOCATIONS AND NUMBER OF SERVICES TO BE DETERMINED IN FIELD BY ENGINEER. QUANTITY MAY BE INCREASED OR DECREASED BY ANY AMOUNT.
 5. IF UNDERGROUND SUMP PUMP LINE DOES NOT CURRENTLY EXIST, CAP 1.5\"/>

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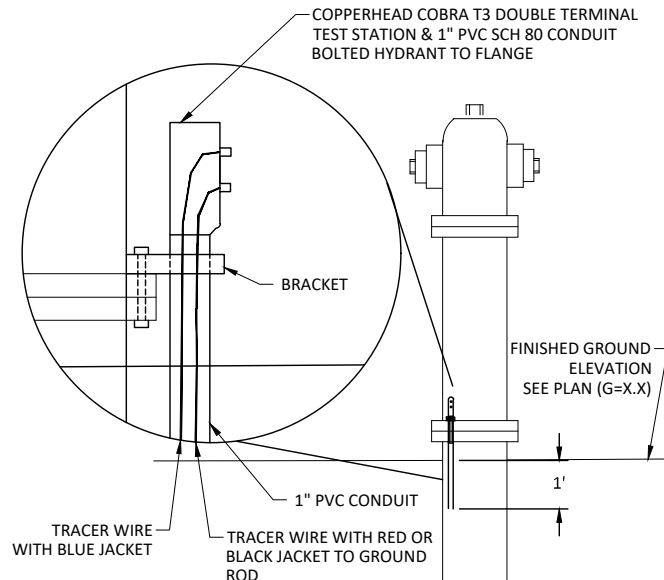


NOTES:

1. HYDRANTS LOCATED WHERE THE GROUNDWATER TABLE IS ABOVE THE DRAIN OUTLET SHALL HAVE THE OUTLET DRAIN PLUGGED AND SHALL BE EQUIPPED WITH A TAG STATING "PUMP AFTER USE"
2. REFER TO TRACER WIRE DETAILS FOR ADDITIONAL INFORMATION.

HYDRANT ASSEMBLY INSTALLATION

NOT TO SCALE

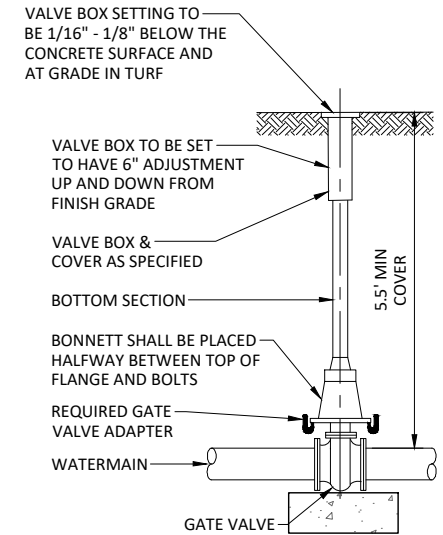


TRACER WIRE TEST STATION DETAIL

NOT TO SCALE

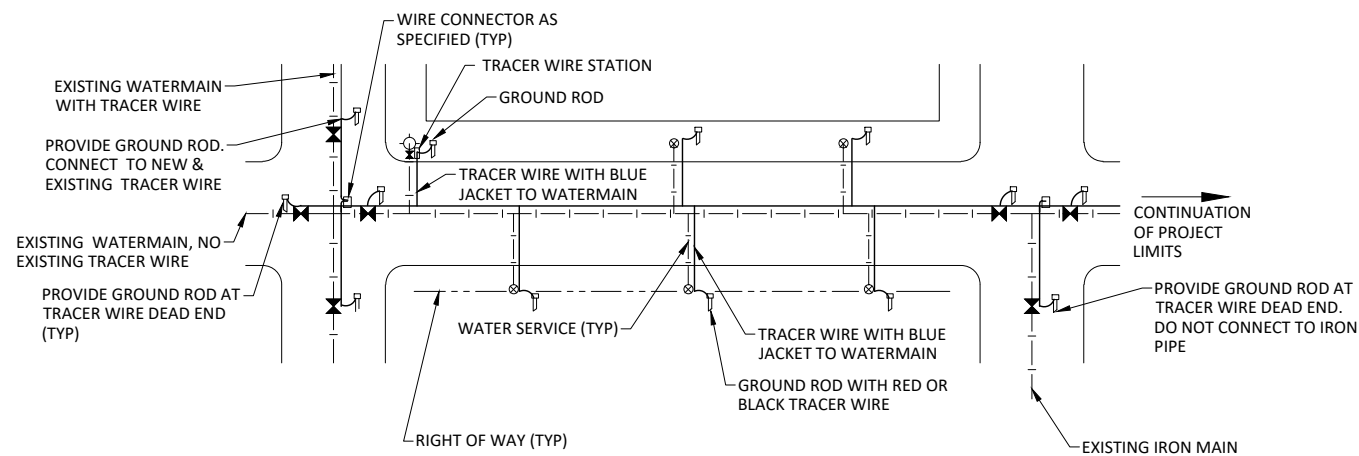
NOTES:

1. VALVE BOX SHALL BE CENTERED ON OPERATING NUTS, STRAIGHT, FREE FROM DEBRIS, AND ALL SECTIONS UNBROKEN
2. DEEP VALVES SHALL HAVE NUT EXTENSIONS INSTALLED TO ELEVATION TO ACCOMMODATE STANDARD 10' KEY; BOTTOM NUT SHALL BE BOLTED TO VALVE NUT AND ONLY ONE SECTION
3. COMPACTION WITH MECHANICAL TAMPER AROUND VALVE BOX SHALL BE PLACED AND COMPACTED WITH 2' LIFTS TO ACHIEVE 95% COMPACTION



GATE VALVE BOX INSTALLATION

NOT TO SCALE

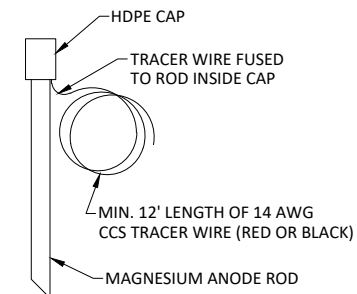


NOTES:

1. CONNECTIONS TO EXISTING WATERMAINS AND TRACER WIRES VARY BY LOCATION.
2. DO NOT CAD WELD TRACER WIRE TO DUCTILE IRON PIPE.

TRACER WIRE SYSTEM SCHEMATIC - WATER DISTRIBUTION

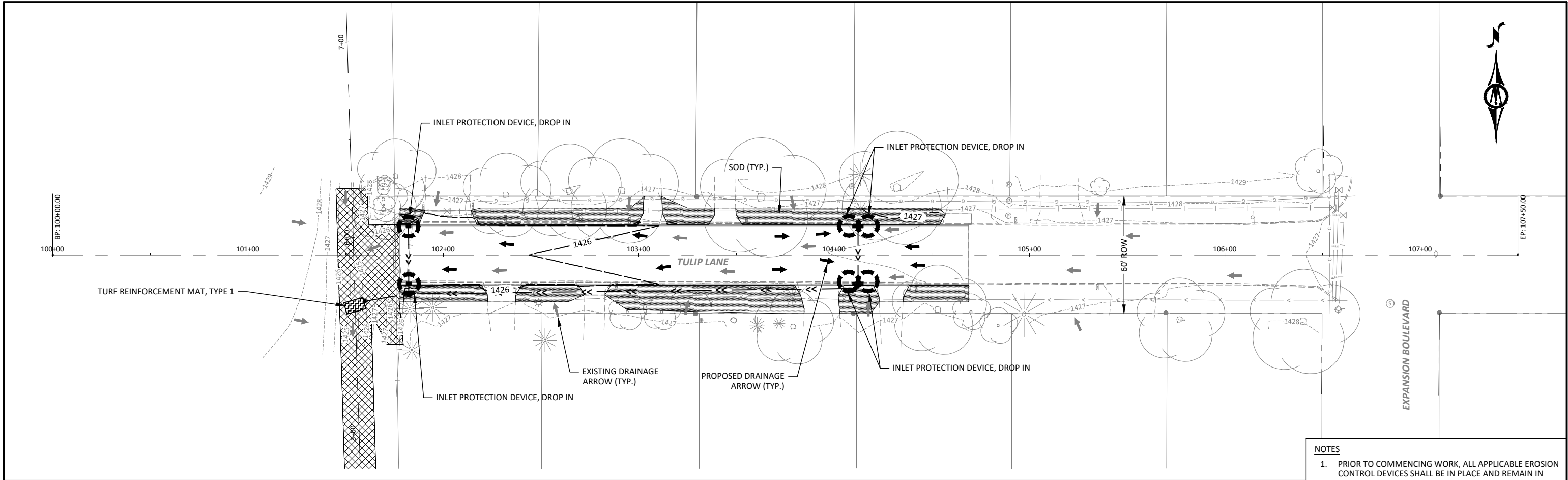
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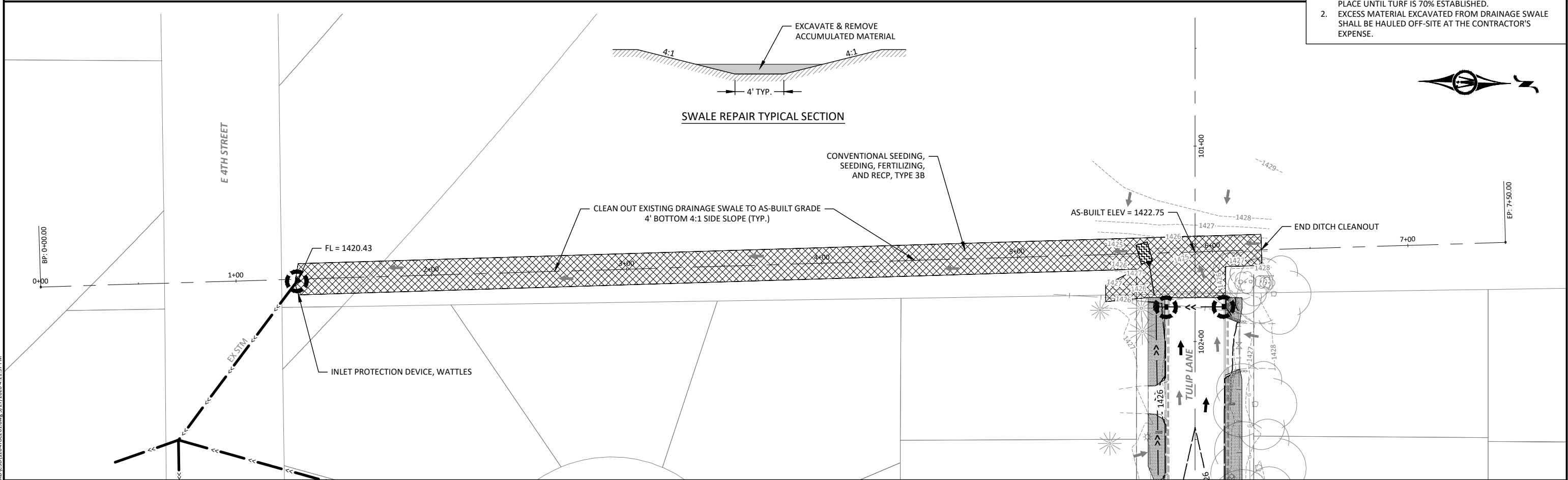
NOTE: MAGNESIUM ROD DIMENSIONS SHALL BE APPROX. 18" LONG BY 1.3" DIAM., AND APPROX. 1 LB IN WEIGHT

GROUNDING ANODE

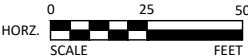
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- NOTES**
1. PRIOR TO COMMENCING WORK, ALL APPLICABLE EROSION CONTROL DEVICES SHALL BE IN PLACE AND REMAIN IN PLACE UNTIL TURF IS 70% ESTABLISHED.
 2. EXCESS MATERIAL EXCAVATED FROM DRAINAGE SWALE SHALL BE HAULED OFF-SITE AT THE CONTRACTOR'S EXPENSE.



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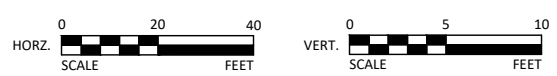
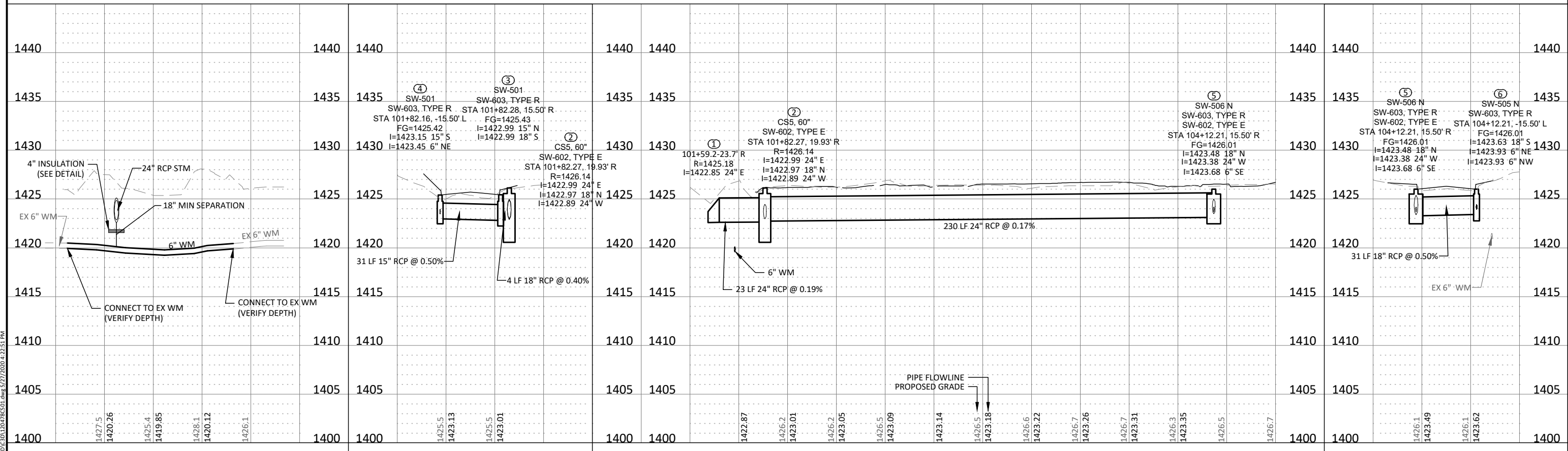
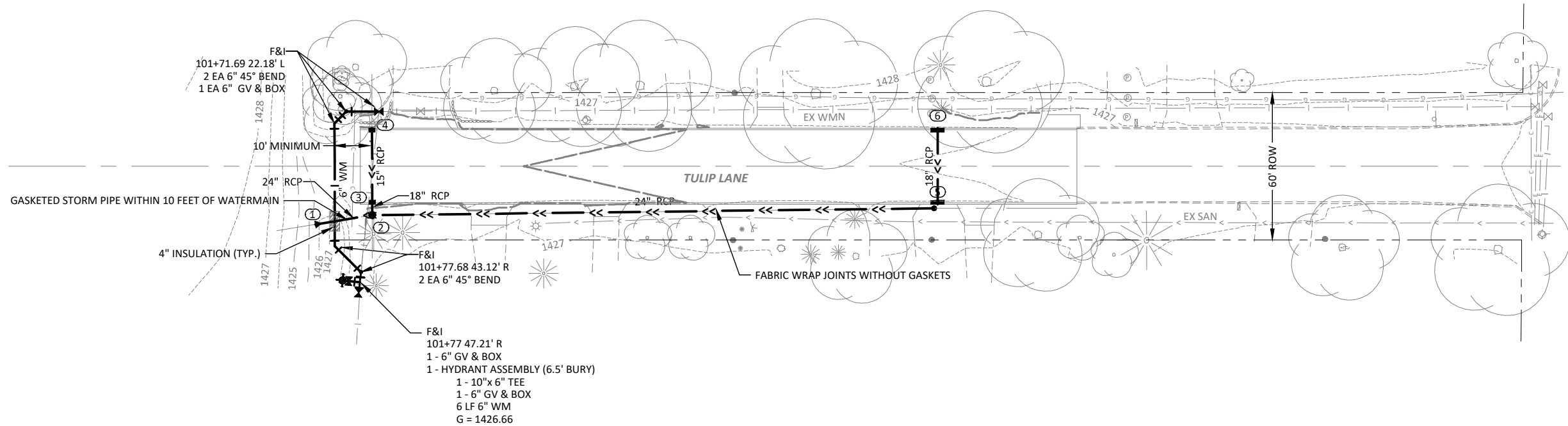
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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
EROSION CONTROL PLAN
STORMWATER SWALE & TULIP LANE

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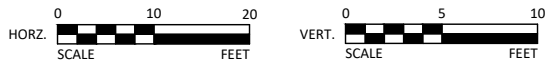
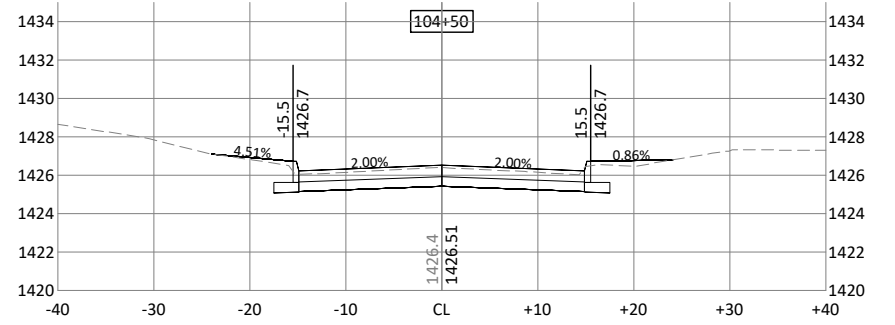
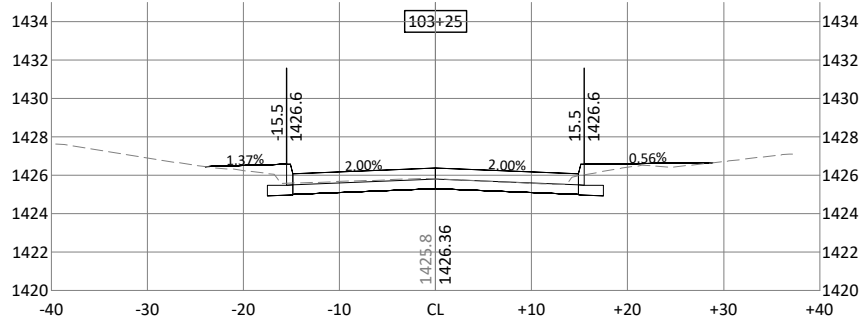
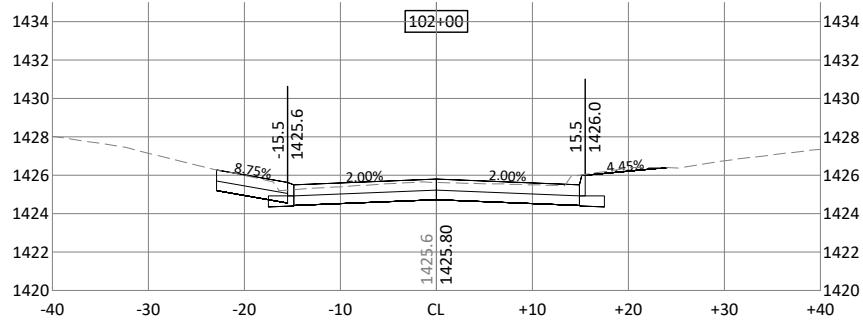
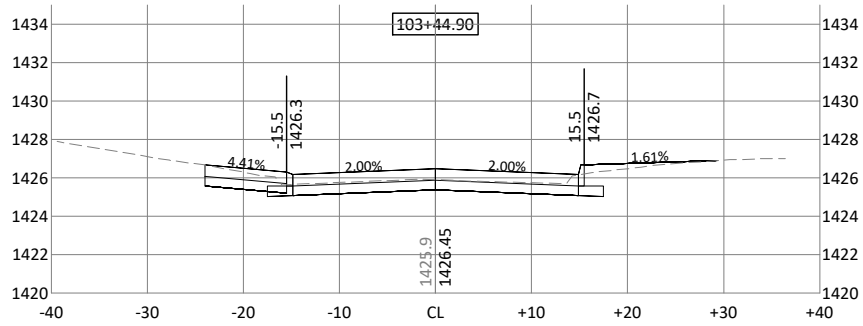
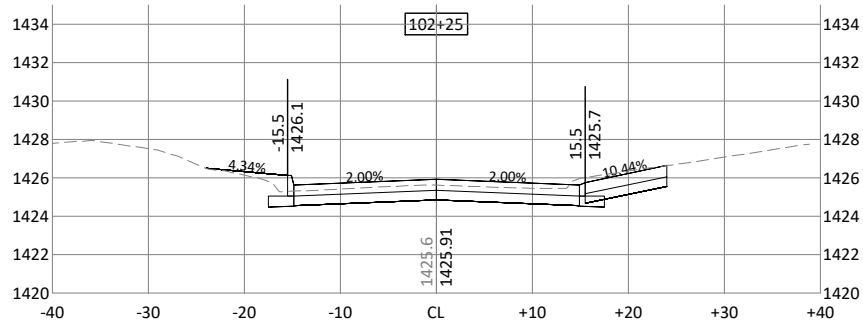
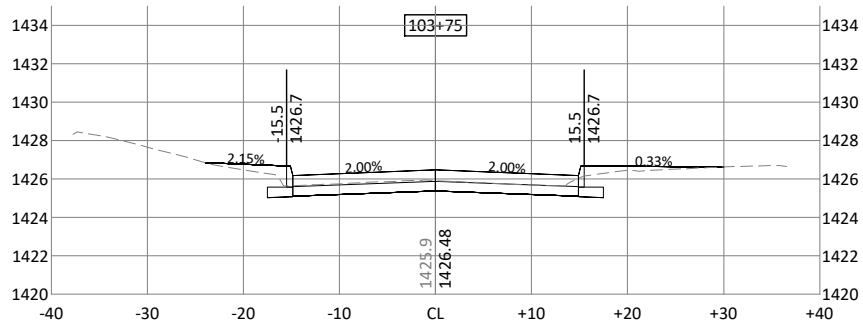
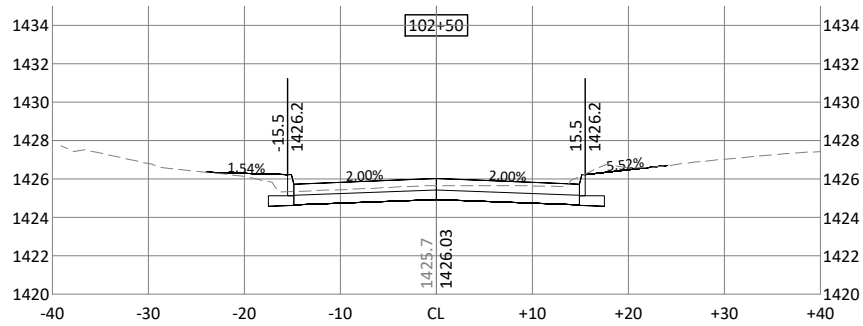
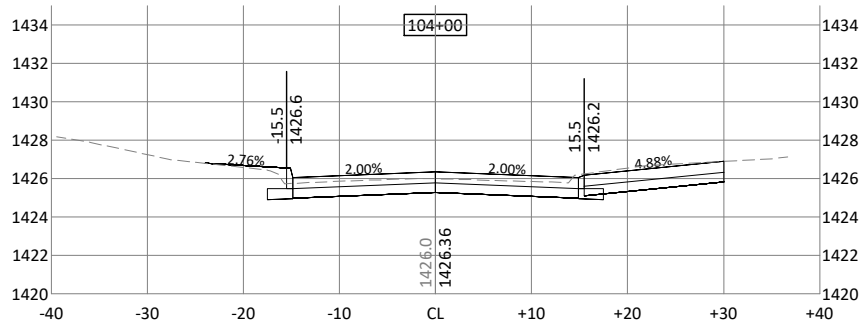
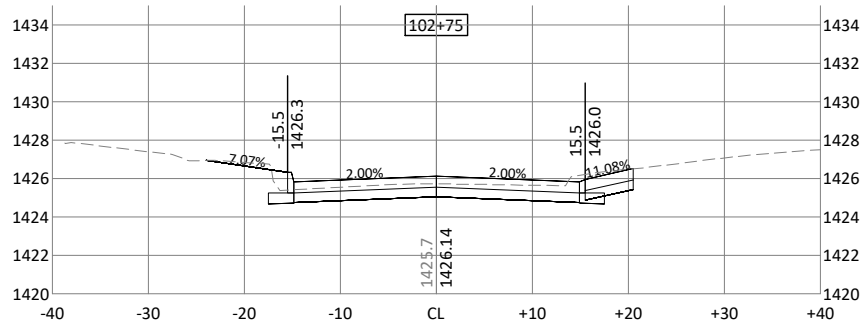
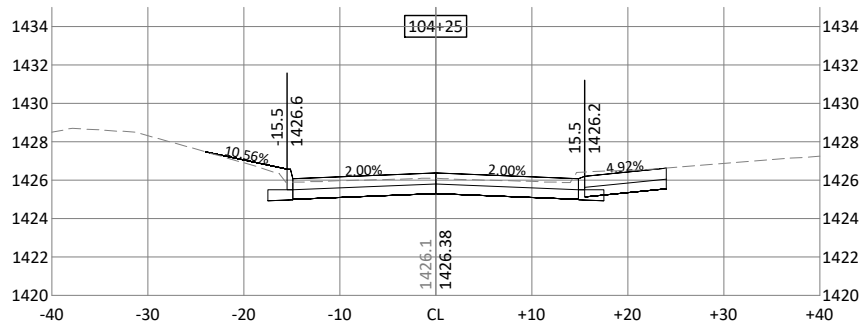
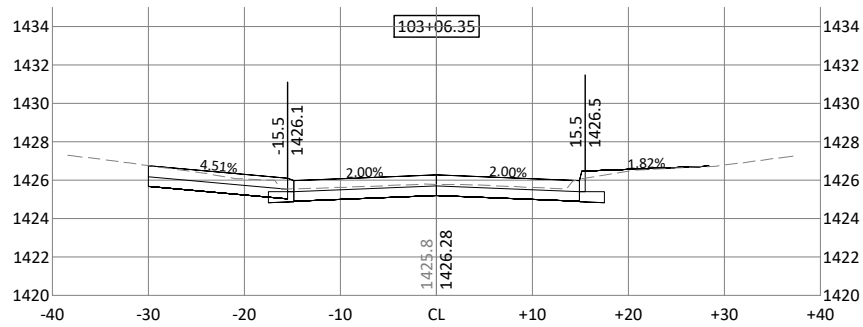
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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
STORM SEWER PLAN & PROFILE
TULIP LANE

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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
CROSS SECTIONS
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PROJECT MANUAL

Tulip Lane Stormwater Improvements

City of Storm Lake

218 11th Street SW Plaza • Spencer, IA 51301
Ph: (712) 580-5075



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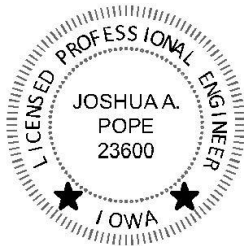
SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

Tulip Lane Stormwater Improvements

City of Storm Lake



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

A handwritten signature in black ink, appearing to read "J. A. Pope", written over a horizontal line.

Date: June 1, 2020

Joshua A. Pope

License No. 23600

My renewal date is 12/31/2021

Pages or sheets covered by this seal:

All Sheets

SECTION 00010 - TABLE OF CONTENTS

Tulip Lane Stormwater Improvements City of Storm Lake

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

- 00005 - CERTIFICATION PAGE
- 00010 - TABLE OF CONTENTS
- 00100 - NOTICE TO BIDDERS
- 00200 - INSTRUCTIONS TO BIDDERS
- 00410 - PROPOSAL
- 00420 - BID BOND
- 00450 - INFORMATION REQUESTED FROM LOW BIDDER
- 00500 - CONTRACT
- 00501 - FEDERAL LABOR STANDARDS PROVISIONS
- 00502 - WAGE DECISION
- 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
- 00800 - SPECIAL PROVISIONS
- 00900 - NOTICE OF AWARD
- 00910 - NOTICE TO PROCEED
- 00920 - LETTER OF TRANSMITTAL

DRAWINGS (UNDER SEPARATE COVER):

11 sheets numbered G0.01 through C9.01, inclusive, dated June 1, 2020, and with each sheet bearing the following general title:

Tulip Lane Stormwater Improvements
City of Storm Lake

APPENDIX

CDBG PROJECT CONSTRUCTION SIGN REQUIREMENT

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2020 EDITION
unless modified herein.**

*******END OF SECTION*******

SECTION 00100 - NOTICE TO BIDDERS

Tulip Lane Stormwater Improvements
City of Storm Lake

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed online before 3:30 P.M. on June 25, 2020, through Quest CDN.

Time and Place Sealed Proposals Will be Opened and Considered. Proposals for the work described below will be received online only through QuestCDN.com until 3:30 PM on June 25, 2020 at which time the bids will be opened and publicly read online through Microsoft Teams. Please use the link or call-in number/Conference ID below to see and/or hear the bid opening results: Microsoft Teams Meeting Link: <https://bit.ly/3dUEX68> Call: 612-428-8778, Conference ID: 915 204 42#. The results will be reported to the City of Storm Lake at its meeting at 5:00 P.M. on July 6, 2020 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Storm Lake City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Storm Lake.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before May 28, 2021, and completed and made ready for final payment on or before June 11, 2021.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project #7092667 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Storm Lake will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: Stormwater improvements including storm sewer construction along Tulip Lane west of Expansion Boulevard, drainage swale repairs, and related improvements in Storm Lake, IA.

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Notice is given by order of the City Council of the City of Storm Lake

Mayra Martinez, City Clerk

SECTION 00200 - INSTRUCTIONS TO BIDDERS

Tulip Lane Stormwater Improvements City of Storm Lake

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security may be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Storm Lake, hereinafter called the "Jurisdiction".
- 1.04 The bid bond may be submitted on the enclosed Bid Bond form (or form that is equivalent in terms, duration, and obligation). All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 For this project the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective bidders must be on the planholders list through QuestCDN for bids to be accepted. A Bid shall be received no later than the date and time prescribed. Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted. It is the sole responsibility of the bidder to see that its proposal is received online only via Quest CDN prior to the time for opening bids along with the appropriate bid security.
- 2.02 The following documents shall be completed and uploaded to Quest CDN. The bid cannot be read if any of these documents are omitted from the Proposal.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices (Fill out on Quest CDN)
 - Part G – Identity of Bidder;
- 2.03 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Storm Lake.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events:

A. None.

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Storm Lake and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Storm Lake from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.
- 3.04 The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state of foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
 - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

Tulip Lane Stormwater Improvements
City of Storm Lake

PROPOSAL: PART A – SCOPE

The City of Storm Lake, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the improvements on Tulip Lane Stormwater Improvements.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and

2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	CDBG REQUIREMENTS
2.	FEDERAL LABOR STANDARDS PROVISIONS

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

By

Name (Print/Type)

☐ Limited Liability Company

Title

☐ Joint-venture; all parties must join-in and
execute all documents

Street Address

☐ Other

City, State, Zip Code

The bidder shall enter its Public
Registration Number ____ - ____
issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the Contractor is registered.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or
electronic signatures will not be accepted.**

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be reason to reject my bid.

Firm Name: _____
Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXCAVATION, CLASS 13	CY	505	\$	\$
2	SUBGRADE PREPARATION	SY	1133	\$	\$
3	SUBBASE, MODIFIED, 6"	SY	1133	\$	\$
4	EXPLORATORY EXCAVATION	HR	3	\$	\$
5	TRENCH FOUNDATION	TON	5	\$	\$
6	STORM SEWER, TRENCHED, RCP CLASS V, 15"	LF	31	\$	\$
7	STORM SEWER, TRENCHED, RCP CLASS III, 18"	LF	35	\$	\$
8	STORM SEWER, TRENCHED, RCP CLASS III, 24"	LF	253	\$	\$
9	PIPE APRON, RCP, 24"	EA	1	\$	\$
10	SUBDRAIN, PERFORATED PVC, 6"	LF	329	\$	\$
11	SUBDRAIN CLEANOUT, 6", TYPE A-1	EA	2	\$	\$
12	WATER MAIN, TRENCHED, PVC, 6"	LF	80	\$	\$
13	FITTING, DUCTILE IRON	LB	328	\$	\$
14	POLYSTYRENE INSULATION, 4"	SF	64	\$	\$
15	GATE VALVE & BOX, 6"	EA	2	\$	\$
16	FIRE HYDRANT ASSEMBLY	EA	1	\$	\$

17	INTAKE, SW-501	EA	2	\$	\$
18	INTAKE, SW-505	EA	1	\$	\$
19	INTAKE, SW-506	EA	1	\$	\$
20	STORM WATER TREATMENT DEVICE	EA	1	\$	\$
21	PAVEMENT, PCC, 7"	SY	1004	\$	\$
22	DRIVEWAY, PAVED, PCC, 6"	SY	87	\$	\$
23	FULL DEPTH PATCHES	SY	100	\$	\$
24	PAVEMENT REMOVAL	SY	1004	\$	\$
25	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
26	CONVENTIONAL SEEDING, SEEDING, AND FERTILIZING	AC	0.5	\$	\$
27	SOD	SY	497	\$	\$
28	TEMPORARY RECP, TYPE 2C	SY	950	\$	\$
29	TURF REINFORCEMENT MATS, TYPE 1	SQ	1	\$	\$
30	INLET PROTECTION DEVICE	EA	7	\$	\$
31	MOBILIZATION	LS	1	\$	\$
32	MAINTENANCE OF POSTAL SERVICE	LS	1	\$	\$
33	REMOVE AND REPLACE MAILBOX	EA	7	\$	\$
34	SUMP PUMP CONNECTION	EA	8	\$	\$
35	CONSTRUCTION ALLOWANCE	LS	1	\$45,000.00	\$45,000.00
			TOTAL AMOUNT BID:		\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE DISTRICT AS NOTED IN SECTION 00500 – CONTRACT.

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SECTION 00420 - BID BOND

**Tulip Lane Stormwater Improvements
City of Storm Lake**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held and firmly bound unto, City of
Storm Lake as Oblige, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____
dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal,
in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

Tulip Lane Stormwater Improvements

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or
affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said
Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof
shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to
enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the
Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the
provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not
alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may
proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether
Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with
Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be
specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the
prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements
as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the
Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

Number of years as a Contractor in construction work of this type _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Concrete Mixes
- Aggregates
- Subdrain Pipe & appurtenances
- Storm sewer pipe/structures/aprons
- Erosion Control
- Plantings
- Watermain Pipe & Appurtenances

****END OF SECTION****

SECTION 00500 - CONTRACT

Tulip Lane Stormwater Improvements City of Storm Lake

THIS CONTRACT, made and entered into at _____
this _____ day of _____, by and between the City of Storm
Lake hereinafter called the "Jurisdiction", and _____,
hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Tulip Lane Stormwater Improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA 50588, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Tulip Lane Stormwater Improvements

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 1. All work under the Contract must be substantially complete on or before May 28, 2021.
 2. All work under the Contract must be completed & made ready for final payment on or before June 11, 2021.
- B. Liquidated Damage
 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$858.50 (Eight Hundred Fifty eight dollars and fifty cents) for each day the work remains incomplete.
 2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner One-hundred, fifty-seven dollars and forty cents (\$157.40) for each day that expires after such time until the Work completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

- C. Maintenance Bond & Warranty
 - 1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Storm Lake , from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
 - 2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.
- D. Bid Quantity Revisions
 - 1. All quantities are estimates and subject to revision by the Jurisdiction.
 - 2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

CDBG REQUIREMENTS

Tulip Lane Stormwater Improvements
City of Storm Lake

A. Executive Orders 11246 and 11375.

The Contractor will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964 and Iowa Civil Right Act of 1965.

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance. Iowa Civil Right Act mirrors the Federal Civil Rights Act.

C. Federal Executive Order 11063, as amended by Executive Order 12259 Equal Opportunity Housing

D. Section 109 of Title I of the Housing and Community Development Act.

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended).

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3

and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

F. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

G. Access to and Maintenance of Records. The Contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

H. Termination. The Owner and/or the Contractor shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Contractor to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

I. Awarding Agency Reporting Requirements. The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

J. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
Pub. L 94-163, 89 Stat. 871

K. All Contracts in Excess of \$100,000.

In addition to the preceding provisions, Contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Contractor agrees as follows:

- 1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Contractor agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

- 4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

L. All Contracts in Excess of \$2,000.

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR:

By _____
Mike Porsch, Mayor

(Seal)
ATTEST:

Mayra Martinez, City Clerk

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL – NONE**CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES**

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXCAVATION, CLASS 13	CY	505	\$	\$
2	SUBGRADE PREPARATION	SY	1133	\$	\$
3	SUBBASE, MODIFIED, 6"	SY	1133	\$	\$
4	EXPLORATORY EXCAVATION	HR	3	\$	\$
5	TRENCH FOUNDATION	TON	5	\$	\$
6	STORM SEWER, TRENCHED, RCP CLASS V, 15"	LF	31	\$	\$
7	STORM SEWER, TRENCHED, RCP CLASS III, 18"	LF	35	\$	\$
8	STORM SEWER, TRENCHED, RCP CLASS III, 24"	LF	253	\$	\$
9	PIPE APRON, RCP, 24"	EA	1	\$	\$
10	SUBDRAIN, PERFORATED PVC, 6"	LF	329	\$	\$
11	SUBDRAIN CLEANOUT, 6", TYPE A-1	EA	2	\$	\$
12	WATER MAIN, TRENCHED, PVC, 6"	LF	80	\$	\$
13	FITTING, DUCTILE IRON	LB	328	\$	\$
14	POLYSTYRENE INSULATION, 4"	SF	64	\$	\$
15	GATE VALVE & BOX, 6"	EA	2	\$	\$
16	FIRE HYDRANT ASSEMBLY	EA	1	\$	\$

17	INTAKE, SW-501	EA	2	\$	\$
18	INTAKE, SW-505	EA	1	\$	\$
19	INTAKE, SW-506	EA	1	\$	\$
20	STORM WATER TREATMENT DEVICE	EA	1	\$	\$
21	PAVEMENT, PCC, 7"	SY	1004	\$	\$
22	DRIVEWAY, PAVED, PCC, 6"	SY	87	\$	\$
23	FULL DEPTH PATCHES	SY	100	\$	\$
24	PAVEMENT REMOVAL	SY	1004	\$	\$
25	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
26	CONVENTIONAL SEEDING, SEEDING, AND FERTILIZING	AC	0.5	\$	\$
27	SOD	SY	497	\$	\$
28	TEMPORARY RECP, TYPE 2C	SY	950	\$	\$
29	TURF REINFORCEMENT MATS, TYPE 1	SQ	1	\$	\$
30	INLET PROTECTION DEVICE	EA	7	\$	\$
31	MOBILIZATION	LS	1	\$	\$
32	MAINTENANCE OF POSTAL SERVICE	LS	1	\$	\$
33	REMOVE AND REPLACE MAILBOX	EA	7	\$	\$
34	SUMP PUMP CONNECTION	EA	8	\$	\$
35	CONSTRUCTION ALLOWANCE	LS	1	\$45,000.00	\$45,000.00
			TOTAL AMOUNT BID:		\$

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SECTION 00501 - FEDERAL LABOR STANDARDS PROVISIONS

TULIP LANE STORMWATER IMPROVEMENTS

CITY OF STORM LAKE

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 00502 – WAGE DECISION

TULIP LANE STORMWATER IMPROVEMENTS

CITY OF STORM LAKE

"General Decision Number: IA20200081 01/03/2020

Superseded General Decision Number: IA20190081

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

EXCLUDES SCOTT COUNTY

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

SUIA2019-001 10/18/2017

Rates	Fringes
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Carpenter & Piledrivermen

ZONE 1.....	\$ 27.92	13.28
ZONE 2.....	\$ 26.03	13.38
ZONE 3.....	\$ 26.03	13.38
ZONE 4.....	\$ 25.55	10.80
ZONE 5**.....	\$ 24.45	9.20

CONCRETE FINISHER

ZONE 1.....	\$ 27.50	7.10
ZONE 2.....	\$ 27.50	7.10
ZONE 3.....	\$ 27.50	7.10
ZONE 4.....	\$ 24.85	6.10
ZONE 5.....	\$ 23.80	6.10

ELECTRICIAN (STREET AND
HIGHWAY LIGHTING AND TRAFFIC
SIGNALS)

ZONE 1, 2, AND 3.....	\$ 24.45	6.50
ZONE 4.....	\$ 23.15	6.50
ZONE 5.....	\$ 21.00	6.50

IRONWORKER (SETTING OF
STRUCTURAL STEEL)

ZONE 1.....	\$ 30.50	10.70
ZONE 2.....	\$ 28.41	10.70
ZONE 3.....	\$ 28.41	11.00
ZONE 4.....	\$ 26.35	9.50
ZONE 5**.....	\$ 24.50	9.05

LABORER

ZONE 1, 2 AND 3		
GROUP A.....	\$ 23.15	9.18
GROUP AA.....	\$ 25.53	9.18
GROUP B.....	\$ 21.30	9.18
GROUP C.....	\$ 18.22	9.18
ZONE 4		
GROUP A.....	\$ 20.82	8.63
GROUP B.....	\$ 19.50	8.63
GROUP C.....	\$ 16.62	8.63
ZONE 5		
GROUP A.....	\$ 21.32	7.18
GROUP B.....	\$ 18.82	7.18
GROUP C.....	\$ 17.97	7.18

POWER EQUIPMENT OPERATOR

ZONE 1		
GROUP A.....	\$ 31.75	14.55
GROUP B.....	\$ 30.20	14.55
GROUP C.....	\$ 27.70	14.55
GROUP D.....	\$ 27.70	14.55
ZONE 2		
GROUP A.....	\$ 31.05	14.55
GROUP B.....	\$ 29.45	14.55
GROUP C.....	\$ 26.90	14.55
GROUP D.....	\$ 26.90	14.55
ZONE 3		
GROUP A.....	\$ 29.05	23.30
GROUP B.....	\$ 27.25	23.30
GROUP C.....	\$ 26.25	23.30
GROUP D.....	\$ 26.25	23.30
ZONE 4		
GROUP A.....	\$ 30.55	11.65
GROUP B.....	\$ 29.41	11.65
GROUP C.....	\$ 27.33	11.65
GROUP D.....	\$ 27.33	11.65

ZONE 5		
GROUP A.....	\$ 27.37	9.60
GROUP B.....	\$ 26.33	9.60
GROUP C.....	\$ 24.60	9.60
GROUP D.....	\$ 23.60	9.60

TRUCK DRIVER (AND PAVEMENT
MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 23.85	10.85
ZONE 2		
.....	\$ 23.85	10.85
ZONE 3.....	\$ 23.85	10.85
ZONE 4.....	\$ 23.85	6.65
ZONE 5		
.....	\$ 21.90	6.65

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and 3).

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; {pipelayer (sewer, water, and conduits); sign erector*; tunnel laborer; asbestos abatement worker (Zones 4 and 5)}, sign erector.

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve

feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

** CARPENTERS AND PILEDRIVMEN, or IRONWORKERS (ZONE 5)

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

* ADDED CRAFT - SIGN ERECTOR

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Tulip Lane Stormwater Improvements
City of Storm Lake

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Tulip Lane Stormwater Improvements project in Storm Lake, IA 50588.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00800 - SPECIAL PROVISIONS

FOR

Tulip Lane Stormwater Improvements
City of Storm Lake

TABLE OF CONTENTS

1. CONTRACT PROVISIONS
2. DEFINITION AND INTENT
3. GENERAL PROVISIONS AND COVENANTS
4. WORK REQUIRED
5. PLANS AND SPECIFICATIONS
6. SUBMITTALS
7. STANDARDS AND CODES
8. CONSTRUCTION GENERAL
9. EMPLOYMENT PRACTICES
10. RESPONSIBILITIES OF CONTRACTOR
11. WORK HOURS/COMMUNITY EVENTS
12. CONSTRUCTION FACILITIES
13. PROJECT SUPERVISION
14. COORDINATION WITH OTHERS
15. CONSTRUCTION LIMITS
16. CONSTRUCTION SCHEDULE
17. CONSTRUCTION STAKING
18. CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER & CONTRACTOR
19. MATERIALS TESTS
20. EXISTING UTILITIES
21. SALVAGE & MATERIALS / DISPOSAL
22. TRAFFIC CONTROL
23. TEMPORARY FENCES
24. EROSION & SEDIMENT CONTROL
25. DEWATERING
26. DUST ABATEMENT
27. CDBG PROJECT CONSTRUCTION SIGN
28. STORMWATER TREATMENT DEVICE
29. INCIDENTAL CONTRACT ITEMS

1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be substantially complete as detailed in Section 00500 – Contract

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 –Contract per day will be assessed for each day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2020 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Owner”, “Jurisdiction” and “City” shall mean the City of Storm Lake, acting through the Tulip Lane Stormwater Improvements Project.
- iv) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2020 Edition SUDAS Standard Specifications is modified as follows:

i) Section 1020.1.09B, Unit Price Attachment.

- (a) A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.

- ii) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.
 - (a) Electronic submittal of shop drawings will be allowed.
 - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
- iii) Section 1050, 1.15 - Additional Contractor Responsibilities.
 - (a) Section 1050 1.15 is eliminated; Automatic machine guidance is permitted

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Tulip Lane Stormwater Improvements as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

- a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.
- b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6) SUBMITTALS

- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
- b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to ensure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.
- c) The Engineer's review of a submittal shall not relieve the Contractor from the responsibility for deviation from the drawings and specifications unless the Contractor has, in writing, called the Engineer's attention to the deviations at the time of submission; nor shall it relieve the Contractor from the responsibility of errors within the submittal.
- d) All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review and found to be non-conforming, they will be subject to removal at the Contractor's expense.

7) STANDARDS AND CODES

- a) Construct improvements with best present day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) Iowa Department of Natural Resources (IDNR)
 - v) American National Standards Institute (ANSI).
 - vi) American Water Works Association (AWWA).
 - vii) American Welding Society (AWS).
 - viii) Federal Specifications (FS).
 - ix) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - x) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - xi) Standards and Codes of the State of Iowa and the ordinances of the Owner.
 - xii) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
- c) Permits Obtained by Contractor
 - i) The Contractor shall secure and pay for the cost of any permit not obtained by the Owner.
 - ii) The Owner has obtained the following permit(s):
 - (1) Iowa Department of Natural Resources (IDNR) – Watermain Review

8) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Storm Lake and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and clean up activities as construction progresses.

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- b) The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.
 - i) None.

12) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.

- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall coordinate with property owners prior to beginning work that will affect their parcel.
- d) The Contractor shall coordinate all work requiring the limiting of access to buildings by emergency equipment with fire and emergency departments. This shall include notification of the daily construction schedule.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
- g) Upon work commencing, work shall be continuously pursued until substantial completion is achieved.
- h) The Contractor shall not be allowed to leave the project site for a period of more than seven (7) consecutive calendar days, except for unforeseeable delays due to weather. Should the Contractor be absent from the project site for more than this duration, the Owner may **assess a fee in the amount of \$ 1500 per day for each day** that the Contractor is absent and until typical construction activity is resumed.

17) CONSTRUCTION STAKING

- a) Unless otherwise specified in the specific sections, Owner shall provide engineering surveys to establish reference points for construction as follows:
 - i) Storm Sewer: Staking will be furnished and set by the Engineer at 50.0-foot spacing (usually offset for construction) for the control of the underground construction herein described. Cuts to the proposed pipeline grade will be furnished by the Engineer. Manholes and catch basins will be staked with an offset and a witness with a cut to the lowest structure invert.
 - ii) Watermain: The staking interval for watermain shall be 25.0-feet. Cuts to the proposed pipeline grade will be furnished by the Engineer. Location staking shall be provided for valves and fittings. Hydrants will be staked with an offset and a witness with a cut to the ground elevation at the hydrant. The Engineer will provide horizontal and vertical control points on the project's datum.
 - iii) Street Grading and Top of Curb: A control line (usually offset from the curb line) with cuts and fills to proposed grade at 50.0-foot spacing on tangents, and 25.0-foot spacing on horizontal or vertical curves, shall be furnished and set on both sides for control of the construction herein described.
 - iv) Concrete Paving: Control lines for paving forms or stringline control with cuts and fills to proposed finished grade at 25.0 or 50.0-foot stations shall be furnished and set by the Engineer for control of the concrete construction herein described. The offset and actual form or stringline locations shall be in accordance with the paver manufacturer's recommendations and the approved paving strategy as determined at the Preconstruction conference.
- b) The Engineer will provide stakes indicating the right of way and/or temporary easement construction limits.
- c) Contractor is responsible to have all areas where stakes need to be set to be clear of debris. The contractor needs to also provide a clear line of sight for staking.
- d) The Contractor shall submit staking requests a minimum two (2) working days, excluding Saturdays, Sundays, and legal holidays, prior to the date requested stakes are needed on the project. Staking requests submitted after 2pm shall be recorded as being received the next business day.

- e) The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks and will be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Engineer and will not be at the Contractor's expense.
- f) In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by the Engineer.
- g) The Engineer will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed the Engineer will reset them post construction at the Contractor's expense.
- h) All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor or withheld from the amounts due to the Contractor.

18) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All manholes and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment
- c) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- d) Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- e) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- f) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- g) The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48 hour, working day, notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

19) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Owner. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- d) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.

- e) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

20) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate with the utility and provide work schedules to the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

21) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Storm Lake retains first right of refusal for retaining any existing materials removed by the construction.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.

- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

22) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - The Engineer
 - The Owner
 - Local Law Enforcement Agencies
- b) The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- c) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- d) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure.
 - (2) The estimated schedule for completion of work.
 - (3) The estimated date for reopening of the street.
 - (4) Procedure for garbage collection/recycling and postal service.
 - ii) Contractor shall accommodate & maintain safe access to homes for property owners. Access to homes shall be considered incidental.
- e) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives, walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- f) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- g) Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- h) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- i) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- j) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- k) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

23) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

24) EROSION AND SEDIMENT CONTROL

- a) If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **Failure to perform this work within 24 hours of notification of non-compliance may result in the Owner issuing a Municipal Infraction for Illicit Discharge and/or the Owner or Engineer arranging for completion of the work by others. A contract deduction shall be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.**
- b) It shall be the Contractor's responsibility to update the Erosion Control plan during construction and have the plan available on site at all times.
- c) Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- d) Contractor shall prevent the accumulation of earth or debris on adjoining public or private property from the project. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- e) Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- f) Contractor shall use erosion control methods at all drainage courses, swales, and storm sewer inlets/outlets to protect against siltation and erosion.
- g) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- h) As construction progresses, stabilization is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
 - i) The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching, and surface restoration operations.

25) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with Dewatering activities shall be incidental to the project.

- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

26) DUST ABATEMENT

- a) The Contractor shall perform dust control operations necessary to proactively prevent the production of dust in amounts to cause nuisance or damage to property, vegetation, animals, or persons in the vicinity of the construction.
- b) The Contractor shall keep the surface of construction work areas and unpaved haul roads moist by spraying with uncontaminated water so as to prevent, not just reduce, airborne dust.
- c) The Contractor shall suspend construction or haul traffic when the Contractor cannot prevent airborne dust until such time as dust control can be re-established to the required levels.
- d) The Contractor shall be responsible for any damage resulting from dust originating from the construction. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility under these Contract provisions.
- e) Requests by the Owner or Engineer for additional water to be placed for dust control shall be accomplished within 4 hours of notification and shall also include evenings and weekends as required or deemed necessary by the Owner or the Engineer. **Failure to perform the work requested within the 4 hours may result in the Owner or Engineer arranging for dust control by others. A contract deduction shall be made equal to the total of all costs to perform dust control so arranged, including not limited to labor, materials, equipment and administrative costs.**

27) CDBG PROJECT CONSTRUCTION SIGN

- a) Contractor shall procure and erect project construction sign prior to commencing construction activities. Details related to the size and design of the sign shall match the template shown in the Appendix of these specifications. Engineer will determine location of sign. The installation of the project construction sign shall be considered incidental to the project

28) STORMWATER TREATMENT DEVICE

a) General

- i) This item shall govern the furnishing and installation of the Cascade Separator® by Contech Engineered Solutions LLC, complete and operable as shown and as specified herein, in accordance with the requirements of the plans and contract documents.
- ii) The Contractor shall furnish all labor, equipment and materials necessary to install the storm water treatment device(s) (SWTD) and appurtenances specified in the Drawings and these specifications.
- iii) The manufacturer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems deployed for the treatment of storm water runoff for at least five (5) years and which have a history of successful production, acceptable to the Engineer. In accordance with the Drawings, the SWTD(s) shall be a Cascade Separator™ device manufactured by:

Contech Engineered Solutions LLC
9025 Centre Pointe Drive
West Chester, OH, 45069
Tel: 1 800 338 1122

- iv) All components shall be subject to inspection by the engineer at the place of manufacture and/or installation. All components are subject to being rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair where final acceptance of the component is contingent on the discretion of the Engineer.
- v) The manufacturer shall guarantee the SWTD components against all manufacturer originated defects in materials or workmanship for a period of twelve (12) months from the date the components are delivered to the owner for installation. The manufacturer shall upon its determination repair, correct or replace any manufacturer originated defects advised in writing to the manufacturer within the referenced warranty period. The use of SWTD components shall be limited to the application for which it was specifically designed.
- vi) The SWTD manufacturer shall submit to the Engineer of Record a "Manufacturer's Performance Certification" certifying that each SWTD is capable of achieving the specified removal efficiencies listed in these specifications. The certification shall be supported by independent third-party research
- vii) No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

b) Materials

- i) Housing unit of stormwater treatment device shall be constructed of pre-cast or cast-in-place concrete, no exceptions. Precast concrete components shall conform to applicable sections of ASTM C 478, ASTM C 857 and ASTM C 858 and the following:
 - (a) Concrete shall achieve a minimum 28-day compressive strength of 4,000 pounds per square-inch (psi);
 - (b) Unless otherwise noted, the precast concrete sections shall be designed to withstand lateral earth and AASHTO H-20 traffic loads;
 - (c) Cement shall be Type III Portland Cement conforming to ASTM C 150;
 - (d) Aggregates shall conform to ASTM C 33;
 - (e) Reinforcing steel shall be deformed billet-steel bars, welded steel wire or deformed welded steel wire conforming to ASTM A 615, A 185, or A 497.
 - (f) Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.
 - (g) Shipping of components shall not be initiated until a minimum compressive strength of 4,000 psi is attained or five (5) calendar days after fabrication has expired, whichever occurs first.
- ii) Internal Components and appurtenances shall conform to the following:
 - (a) Hardware shall be manufactured of Type 316 stainless steel conforming to ASTM A 320;
 - (b) Support brackets shall be manufactured of 5052 aluminum
 - (c) Fiberglass components shall conform to the ASTM D-4097
 - (d) Access system(s) conform to the following:
 - (e) Manhole castings shall be designed to withstand AASHTO H-20 loadings and manufactured of cast-iron conforming to ASTM A 48 Class 30.

c) Performance

- i) The SWTD shall be sized to either achieve an 80 percent average annual reduction in the total suspended solid load or treat a flow rate designated by the jurisdiction in which the project is located. Both methods should be sized using the OK-110 particle distribution having particles ranging from 53 microns to 212 microns with a d50 of around 110 microns.
- ii) The SWTD shall be designed with a sump chamber for the storage of captured sediments and other negatively buoyant pollutants in between maintenance cycles. The minimum storage capacity provided by the sump chamber shall be in accordance with the volume listed in Table 1. The boundaries of the sump chamber shall be limited to that which do not degrade the SWTD's treatment efficiency as captured pollutants accumulate. In order to not restrict the Owner's ability to maintain the SWTD, the minimum dimension providing access from the ground surface to the sump chamber shall be 16 inches in diameter.
- iii) The SWTD shall be designed to capture and retain Total Petroleum Hydrocarbons generated by wet-weather flow and dry-weather gross spills and have a capacity listed in Table 1 of the required unit.
- iv) The SWTD shall convey the flow from the peak storm event of the drainage network, in accordance with required hydraulic upstream conditions as defined by the Engineer. If a substitute SWTD is proposed, supporting documentation shall be submitted that demonstrates equal or better upstream hydraulic conditions compared to that specified herein. This documentation shall be signed and sealed by a Professional Engineer registered in the State of the work. All costs associated with preparing and certifying this documentation shall be borne solely by the Contractor.

d) Execution

- i) The contractor shall exercise care in the storage and handling of the SWTD components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be borne by the contractor.
- ii) The SWTD shall be installed in accordance with the manufacturer's recommendations and related sections of

the contract documents. The manufacturer shall provide the contractor installation instructions and offer on-site guidance during the important stages of the installation as identified by the manufacturer at no additional expense. A minimum of 72 hours notice shall be provided to the manufacturer prior to their performance of the services included under this subsection.

- iii) The contractor shall fill all voids associated with lifting provisions provided by the manufacturer. These voids shall be filled with non-shrinking grout providing a finished surface consistent with adjacent surfaces. The contractor shall trim all protruding lifting provisions flush with the adjacent concrete surface in a manner, which leaves no sharp points or edges.
- iv) The contractor shall removal all loose material and pooling water from the SWTD prior to the transfer of operational responsibility to the Owner.

TABLE 1: Storm Water Treatment Device Storage Capacities

Cascade Model	Minimum Sump Storage Capacity (yd ³)	Minimum Oil Storage Capacity (gal)
CS-4	0.70	141.0
CS-5	1.09	269.3
CS-6	1.57	475.9
CS-8	2.79	1128.0
CS-10	4.36	2203.2
CS-12	6.28	3807.1

29) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

- Concrete header removal
- Connections to existing storm sewer structures and pipes unless specified for separate payment
- Construction and removal of temporary access roads
- Construction fencing
- Construction staging & phasing
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Storm Lake
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Dust control measures
- Engineering Fabric
- Excavation, verification and protection of existing utilities
- Field and wood fence removal
- Field testing
- Finish grading
- Full depth sawcutting of existing pavement
- Grading for storm sewer outlets

Granular backfill and bedding for storm sewer installation
Granular surfacing removal
Maintenance and watering for seeding and sodding
Maintenance of erosion control measures, including silt removal
Material testing
Monitoring weather conditions
Mowing
Overhaul
Pipe and structure bedding material
Porous backfill for subdrain
Proof rolling
Protection of existing hydrant(s) and valve(s)
Protection of existing trees and plantings not shown as removals
Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration
Temporary safety closures
Temporary sheeting and shoring
Water valve removal
Working backfill to reduce moisture content
Working subgrade to achieve acceptable moisture content
Wrapping of storm sewer pipe joints

******END OF SECTION******

NOTICE OF AWARD
(To be executed after bid is awarded)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, ST Zip _____

PROJECT TITLE: Tulip Lane Stormwater Improvements

PROJECT DESCRIPTION: Stormwater improvements including storm sewer construction along Tulip Lane west of Expansion Boulevard and drainage swale improvements from the west end of Tulip Lane continuing south to E 4th Street in Storm Lake, IA

OWNER'S NAME: City of Storm Lake

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2020, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the _____ day of _____, 2020.

You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Agreement acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Agreement.

Dated this, the _____ day of _____, 2020

City of Storm Lake
Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,

this, the _____ day of _____, 2020.

BY: _____

TITLE: _____

NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved)

TO: Contractor
Address 1
Address 2
City, ST Zip

Date:
Project Title: Tulip Lane Stormwater Improvements
Project Owner: City of Storm Lake
Project Location: Storm Lake, IA 50588

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2019. The Contract Time shall commence to run on Anticipated start date: _____, 2020. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Storm Lake
Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this, the _____ day of _____, 2020.

BY: _____

TITLE: _____

Letter of Transmittal

Date: _____
Project No.: P11.120478

TO: _____

- ☐ UPS Dropdown Selection
- ☐ Fedex Ground
- ☐ Regular Mail
- ☐ Client Pick-up
- ☐ Hand Carry
- ☐ Fax
- ☐ Fax/Send

RE:

WE ARE ENCLOSING:

FOR YOUR: ☐ Review ☐ Records ☐ Approval ☐ Distribution ☐ Information
 ☐ Use as Requested ☐ Please Return Corrected Prints

REMARKS:

CC: _____ By: _____

BUY AMERICAN IRON AND STEEL PRODUCTS AGREEMENT AND CERTIFICATION

ARTICLE 1. AGREEMENT

The CONTRACTOR acknowledges to and for the benefit of the «OWNER» (“Purchaser”) and the Iowa Finance Authority (“the Authority”) that it understands the project, goods and services under this Agreement (collectively, the “Project”) are being funded, in whole or in part, with monies made available by the federal government, H.R. 3547, “Consolidated Appropriations Act, 2016,” (Appropriations Act). This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2016, while adding a Buy American requirement to these already existing programs. H.R. 3547 includes the following language in Division G, Title IV, under the heading, “Use of American Iron and Steel,”

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron and steel products as defined used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved by the federal Environmental Protection Agency. The Contractor agrees to provide the Purchaser and the Authority any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested from time to time by the Purchaser or the Authority. Notwithstanding any other provision of this Agreement, any failure of the Contractor to comply with this paragraph shall permit the Purchaser or the Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation reasonable attorney’s fees) incurred by the Purchaser or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Purchaser). While the Contractor has no direct contractual privity with the Authority, the Purchaser and the Contractor agree that the Authority, as a lender to the Purchaser for the funding of the Project, is a third-party beneficiary of the provisions contained in this paragraph and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph effect) may be amended or waived without the prior written consent of the Authority.

ARTICLE 2. CERTIFICATION

- 2.1 Identification of American-made Iron and Steel Products: Consistent with the terms of the Purchaser’s bid solicitation and the provisions of Consolidated Appropriations Act, 2016, Section 43b.(a)(1), the Bidder certifies that this bid reflects the Bidder’s best, good faith effort to identify domestic sources of iron and steel products for lined and unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and other steel and iron construction materials contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

- 2.2 Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
- 2.3 Documentation Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
 - c. Verifiable documentation sufficient to the Purchaser as required in the bid solicitation or otherwise, that inclusion of iron and steel products produced in the United States will increase the overall project bid by more than 25 percent.
- 2.4 Information and Detailed Justification Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including, but not limited to, the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under sections 436(b)2 or 3. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

I certify that I have read the above agreement and certification and agree to adhere to all rules and regulations set forth by the Consolidation Appropriation Act 2016 as it pertains to the Buy American Iron and Steel Products.

Date: _____

Signature: _____

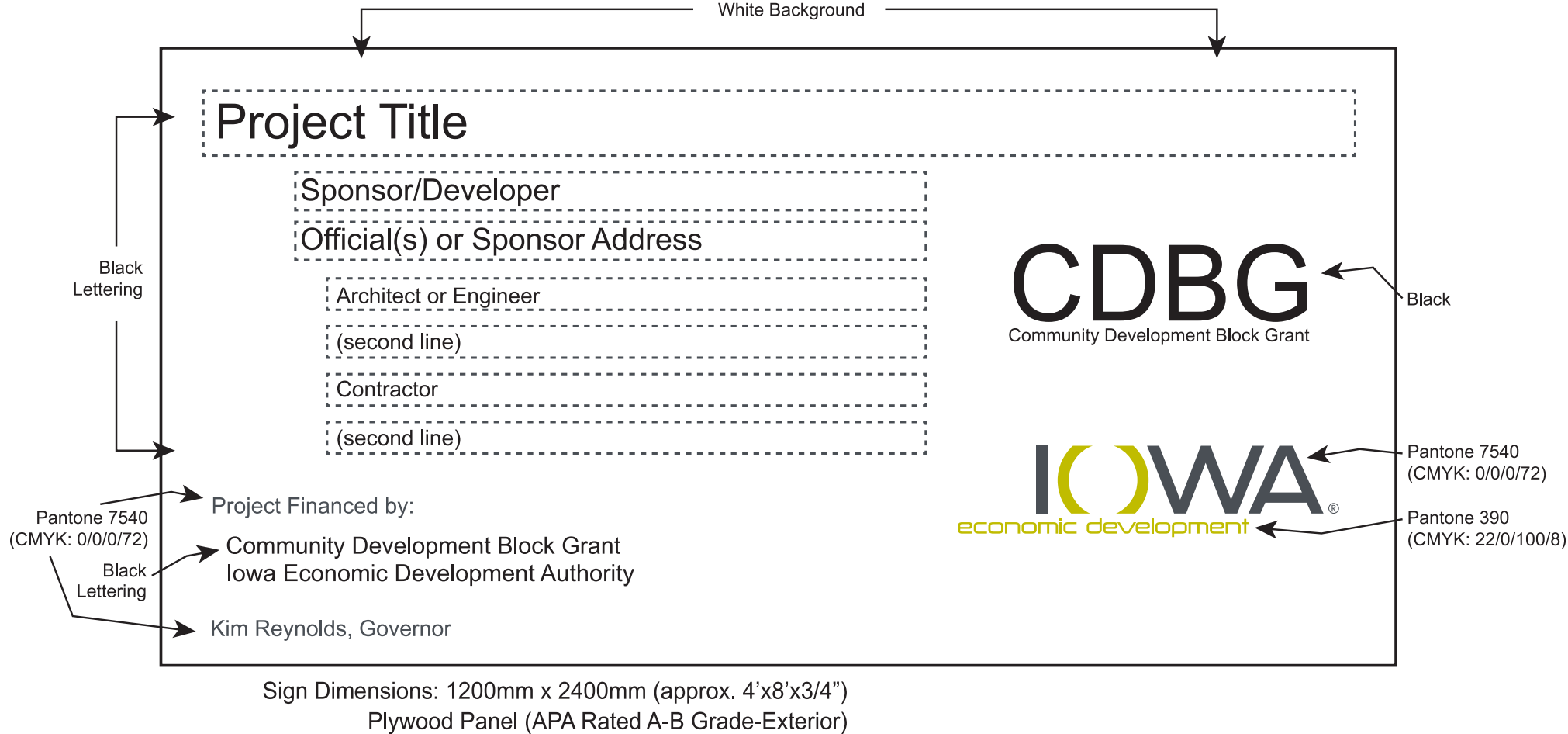
Name: _____

Title: _____

Company Name: _____

APPENDIX

Project Construction Sign



CITY OF STORM LAKE

CONSTRUCTION PLANS FOR

TULIP LANE STORMWATER IMPROVEMENTS

STORMWATER IMPROVEMENTS
STREET IMPROVEMENTS

JUNE, 2020

RESOURCE LIST

CITY OF STORM LAKE

City Hall
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

City Manager:
Keri Navratil
Assistant City Manager:
David Derragon

Mayor: Mike Porsch

City Council Members:
Dan Smith
Jose Ibarra
Kevin McKinney
Maria Ramos
Tyson Rice

Infrastructure Engineer:
Josh Pope P.E.
Bolton & Menk, Inc.
218 11th Street SW Plaza
712-580-5075

Public Services Supervisor:
Scott Bonebrake

UTILITIES

GAS
Alliant Energy
Storm Lake, IA 50588
1-800-822-4348

TELEPHONE/CABLE

Long Lines
118 E. 5th St.
Storm Lake, IA 50588
712-213-7425

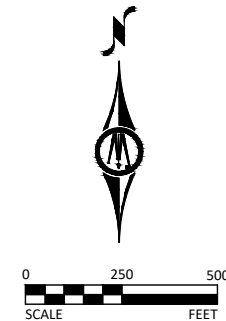
Mediacom
720 Lake Ave.
Storm Lake, IA 50588
855-633-4226

Century Link
426 Lake Ave.
Storm Lake, IA 50588
1-800-261-1691

WATER, WASTEWATER,
STORMWATER
City of Storm Lake
433 Vilas Rd.
Storm Lake, IA 50588
712-732-8029

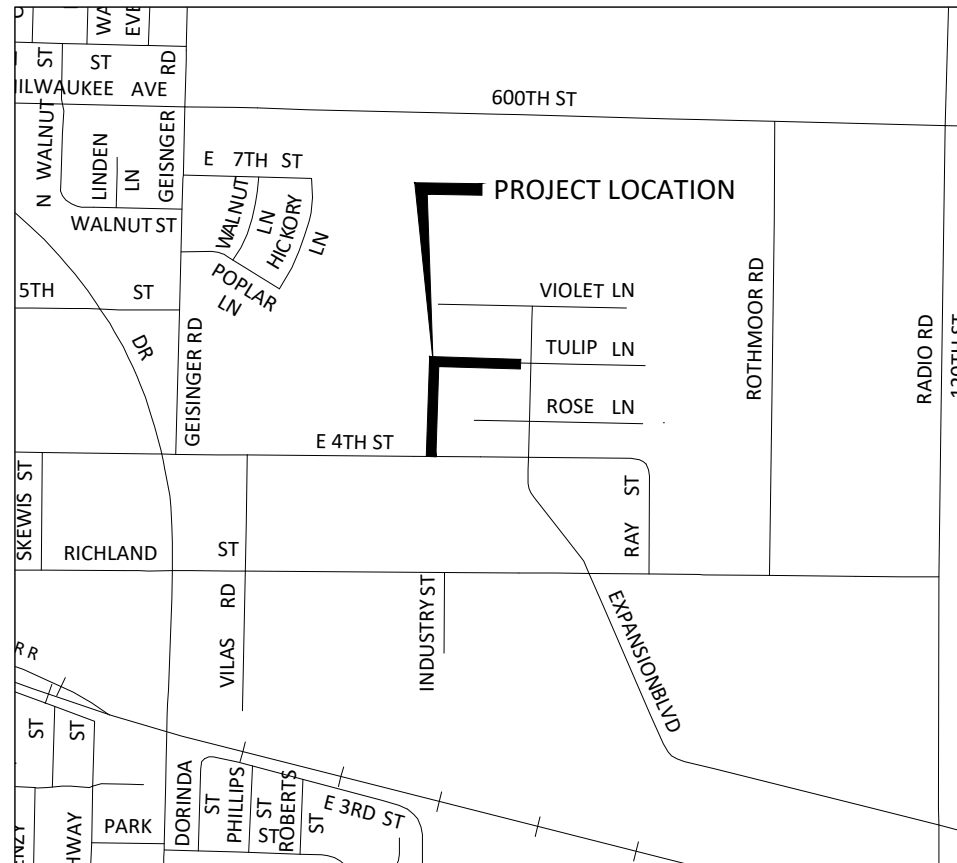
ELECTRIC
Mid American
1016 Vestal Street
Storm Lake, IA 50588
888-427-5632

MAP OF THE
CITY OF STORM LAKE
BUENA VISTA COUNTY, IA



MAP LEGEND

PROJECT LIMITS



SHEET NUMBER

GENERAL

G0.01 - G0.02
G1.01 - G1.02

SHEET TITLE

TITLE SHEET, LEGEND
ESTIMATED QUANTITIES & ESTIMATE REFERENCE NOTES

CIVIL

C0.01 EXISTING CONDITIONS & REMOVALS PLAN
C1.01 - C1.02 DETAILS AND TYPICAL SECTION
C2.01 EROSION CONTROL PLAN
C5.01 STORM SEWER PLAN & PROFILE
C6.01 STREET PLAN & PROFILE
C9.01 CROSS SECTIONS

THIS PLAN SET CONTAINS 11 SHEETS.



GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", SERIES 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

BM=1222.74
TOP OF EXISTING HYDRANT
NORTH SIDE OF TULIP LANE
STA. 102+69

BM=1430.00
TOP OF EXISTING HYDRANT
SOUTHWEST CORNER OF TULIP
LANE & EXPANSION BOULEVARD

PROJECT DATUM:

HORIZONTAL: Iowa Regional Coordinate System
(IRCS) Zone 4 Sioux City - Iowa Falls

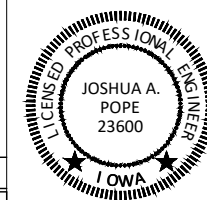
VERTICAL: NAVD 88

RECORD DRAWING INFORMATION

OBSERVER:

CONTRACTOR:

DATE:



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

JOSHUA A. POPE, P.E.

LIC. NO. 23600

DATE: 06/01/2020

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEETS



218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
WDB	0	BID	06/01/2020
DRAWN	JJD		
CHECKED	JAP		
CLIENT PROJ. NO.			

CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS

TITLE SHEET

SHEET

G0.01

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	FILL PIPE		TRASH CAN
	FIRE HYDRANT		UTILITY MARKER
	FLAG POLE		VALVE
	FLARED END / APRON		VALVE POST INDICATOR
	FUEL PUMP		VALVE VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT ON POLE		
	LIGHT-GROUND		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	ASPHALT		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL, 1-800-292-8989.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		



**BOLTON
& MENK**

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	WDB	NO.	0	ISSUED FOR	BID	DATE	06/01/2020
DRAWN	JJD						
CHECKED	JAP						
CLIENT PROJ. NO.							

CITY OF STORM LAKE, IOWA

TULIP LANE STORMWATER IMPROVEMENTS

LEGEND

SHEET

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ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
1	2010-108-E-0	EXCAVATION,CLASS 13	CY	505
2	2010-108-G-0	SUBGRADE PREPARATION	SY	1133
3	2010-108-I-0	SUBBASE, MODIFIED, 6"	SY	1133
4	2010-108-X-X	EXPLORATORY EXCAVATION	HR	3
5	3010-108-C-0	TRENCH FOUNDATION	TON	5
6	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS V, 15"	LF	31
7	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 18"	LF	35
8	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 24"	LF	253
9	4030-108-B-0	PIPE APRON, RCP, 24"	EA	1
10	4040-108-A-0	SUBDRAIN, PERFORATED PVC, 6"	LF	329
11	4040-108-C-0	SUBDRAIN CLEANOUT, 6", TYPE A-1	EA	2
12	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 6"	LF	80
13	5010-108-C-2	FITTING, DUCTILE IRON	LB	328
14	5010-108-X-X	POLYSTYRENE INSULATION, 4"	SF	64
15	5020-108-A-0	GATE VALVE & BOX, 6"	EA	2
16	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	1
17	6010-108-B-0	INTAKE, SW-501	EA	2
18	6010-108-B-0	INTAKE, SW-505	EA	1
19	6010-108-B-0	INTAKE, SW-506	EA	1
20	6010-108-X-X	STORM WATER TREATMENT DEVICE	EA	1
21	7010-108-A-0	PAVEMENT, PCC, 7"	SY	1004
22	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"	SY	87
23	7040-108-A-0	FULL DEPTH PATCHES	SY	100
24	7040-108-H-0	PAVEMENT REMOVAL	SY	1004
25	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
26	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, AND FERTILIZING	AC	0.5
27	9020-108-A-0	SOD	SY	497
28	9040-108-E-0	TEMPORARY RECP, TYPE 2C	SY	950
29	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 1	SQ	1
30	9040-108-T-1	INLET PROTECTION DEVICE	EA	7
31	11020-108-A-1	MOBILIZATION	LS	1
32	11030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	1
33	11030-108-X-X	REMOVE AND REPLACE MAILBOX	EA	7
34	11030-108-X-X	SUMP PUMP CONNECTION	EA	8
35	12000-108-X-X	CONSTRUCTION ALLOWANCE	LS	1

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-E-0	EXCAVATION,CLASS 13 TOPSOIL STRIPPING, SALVAGING AND RE-SPREADING TO 8" MINIMUM THICKNESS IN ALL AREAS TO BE SEEDED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
2	2010-108-G-0	SUBGRADE PREPARATION
3	2010-108-I-0	SUBBASE, MODIFIED, 6"
4	2010-108-X-X	EXPLORATORY EXCAVATION THIS ITEM IS FOR THE INVESTIGATION OF LOCATIONS AND ELEVATIONS OF AN EXISTING UTILITY TO VERIFY THE POTENTIAL FOR CONFLICTS. THE ENGINEER OR THEIR REPRESENTATIVE MUST VERIFY THE CONDITIONS FOUND. NO PAYMENT WILL BE MADE FOR EXPLORATORY EXCAVATION UNLESS SPECIFICALLY DIRECTED AND AGREED TO BY THE ENGINEER. EXPLORATORY EXCAVATION WILL NOT BE PAID FOR EXCAVATION REQUIRED TO LOCATE AND CONNECT TO EXISTING PIPES UNLESS THE ENGINEER AGREES THAT EXCAVATION BEYOND WHAT COULD BE CONSIDERED REASONABLE IS REQUIRED. WHERE EXPLORATORY EXCAVATION IS PERFORMED IN A LOCATION THAT WILL NOT BE DISTURBED LATER, BACKFILL SHALL BE PLACED AND COMPACTED TO THE DENSITY SPECIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS FOR THE TYPE OF UTILITY LOCATED. CONTRACTOR HAS THE OPTION TO USE OPEN EXCAVATION OR VACUUM TYPE EQUIPMENT TO PERFORM THE EXCAVATION DEPENDING UPON SITE CONDITIONS.
5	3010-108-C-0	TRENCH FOUNDATION ENGINEER SHALL APPROVE ALL TRENCH FOUNDATION LOCATIONS PRIOR TO CONTRACTOR PERFORMING THIS WORK. MATERIAL PLACED IN LIEU OF PERFORMING NECESSARY DEWATERING SHALL NOT BE PAID.
6	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS V, 15" CONNECTION TO EXISTING PIPE WILL BE INCIDENTAL TO THIS ITEM. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM C-361 & C-443 AND BE RUBBER O-RING. PIPE BEDDING SHALL CONFORM WITH SUDAS STANDARD PLATE SW-102, CLASS R-2. BEDDING MATERIAL SHALL BE CLASS I OR CLASS II OR AS SPECIFICALLY IDENTIFIED WITHIN THE CONTRACT DOCUMENTS. TRENCH COMPACTION TESTING SHALL BE PERFORMED BY THE OWNER.
7	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 18" CONNECTION TO EXISTING PIPE WILL BE INCIDENTAL TO THIS ITEM. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM C-361 & C-443 AND BE RUBBER O-RING. PIPE BEDDING SHALL CONFORM WITH SUDAS STANDARD PLATE SW-102, CLASS R-2. BEDDING MATERIAL SHALL BE CLASS I OR CLASS II OR AS SPECIFICALLY IDENTIFIED WITHIN THE CONTRACT DOCUMENTS. TRENCH COMPACTION TESTING SHALL BE PERFORMED BY THE OWNER.
8	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 24" CONNECTION TO EXISTING PIPE WILL BE INCIDENTAL TO THIS ITEM. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM C-361 & C-443 AND BE FABRIC WRAPPED UNLESS WITHIN 10 FEET OF A WATERMAIN WHICH SHALL BE GASKETED. PIPE BEDDING SHALL CONFORM WITH SUDAS STANDARD PLATE SW-102, CLASS R-2. BEDDING MATERIAL SHALL BE CLASS I OR CLASS II OR AS SPECIFICALLY IDENTIFIED WITHIN THE CONTRACT DOCUMENTS. TRENCH COMPACTION TESTING SHALL BE PERFORMED BY THE OWNER.
9	4030-108-B-0	PIPE APRON, RCP, 24" APRON GUARD SHALL BE INCIDENTAL TO THIS ITEM.
10	4040-108-A-0	SUBDRAIN, PERFORATED PVC, 6" SUBDRAIN SHALL BE PERFORATED PVC. BACKFILL SHALL BE PEA GRAVEL.
11	4040-108-C-0	SUBDRAIN CLEANOUT, 6", TYPE A-1
12	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 6" PIPE SHALL BE DR-18 UNLESS OTHERWISE NOTED. ALL JOINTS, THRUST BLOCKS, TRACER WIRE, GROUNDING ANODES, AND CONNECTIONS TO EXISTING MAINS ARE CONSIDERED INCIDENTAL TO THIS ITEM EXCEPT AS OTHERWISE NOTED. PIPE BEDDING CLASS SHALL CONFORM WITH SUDAS STANDARD PLATE SW-101. CLASS P-3 BEDDING MATERIAL SHALL BE CLASS I OR CLASS II. CONTRACTOR SHALL COORDINATE WATER MAIN CONNECTIONS AND SHUTDOWN WITH OWNER. OWNER WILL PROVIDE WATER FOR INITIAL FILL AND FLUSHING. CONTRACTOR WILL BE CHARGED FOR WATER FLUSHING AFTER THE FIRST FAILED TEST. THE REMOVAL AND ABANDONMENT OF EXISTING WATERMAIN NECESSARY FOR INSTALLATION OF NEW WATERMAIN SHALL BE CONSIDERED INCIDENTAL. TESTING AND DISINFECTING SYSTEM PRIOR TO FINAL ACCEPTANCE IS CONSIDERED INCIDENTAL. TRACER WIRE AND CONNECTIONS TO EXISTING MAINS CONSIDERED INCIDENTAL TO THIS ITEM. TRACER WIRE SHALL BE #14 COPPER CLAD STEEL WIRE OR #12 AWD SOLID COPPER WIRE WITH 30-MIL HDPE INSULATING JACKET TAPED TO THE MAIN. TRACER WIRE SYSTEM SHALL USE 3M SPLICE KITS AND COPPERHEAD GROUNDING ANODES AND TERMINAL BOX, AND SHALL BE TERMINATED AS SHOWN ON PLAN. OWNER WILL TEST THE TRACER WIRE SYSTEM PRIOR TO FINAL ACCEPTANCE.
13	5010-108-C-2	FITTING, DUCTILE IRON ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT, RESTRAINED JOINT WITH MEGALUG OR APPROVED EQUAL. NUTS AND BOLTS TO BE FLUOROCARBON COATED WITH 1-2.5 MIL THICKNESS. WEIGHTS ARE PER AWWA C-153. POLYETHYLENE WRAP AND BEDDING MATERIAL IS CONSIDERED INCIDENTAL TO THIS ITEM. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER GLAND INSTALLED. ALL SLEEVES SHALL BE SOLID SLEEVES, DRESSER COUPLINGS WILL NOT BE ALLOWED.
14	5010-108-X-X	POLYSTYRENE INSULATION, 4" INSULATION SHALL BE EXTRUDED RIGID BOARD MATERIAL WITH A THERMAL CONDUCTIVITY OF 0.23 BTU/HR/SF/INCH, MINIMUM COMPRESSIVE STRENGTH OF 35 PSI AND WATER ABSORPTION OF 0.25% BY VOLUME. BOARD DIMENSIONS SHALL BE 4' X 8' X 2" THICK. INSULATION SHALL BE PLACED ON A BED OF SAND AND SAND SHALL BE PLACED ABOVE THE INSULATION TO ISOLATE THE INSULATION FROM ROCKS AND OTHER SHARP OBJECTS THE ULTIMATE THICKNESS OF INSULATION REQUIRED SHALL BE ACHIEVED BY USING 2 LAYERS OF INSULATION, THE SECOND LAYER SHALL BE PLACED PERPENDICULAR TO THE FIRST LAYER AND THE JOINTS SHALL BE OFFSET.
15	5020-108-A-0	GATE VALVE & BOX, 6" VALVES SHALL BE RESILIENT WEDGE, NON-RISING STEM, IRON BODY, 2" SQUARE OPENING NUT, OPEN LEFT, MECHANICAL JOINTS AND 200 PSI WORKING PRESSURE. VALVES SHALL BE THE SAME SIZE AS THE PIPE ON WHICH THEY ARE LOCATED. VALVE BOXES SHALL BE HEAVY DUTY (THICK CAST) MARKED "WATER" ON VALVE BOX COVER. STRAIGHTENING AND ADJUSTING OF VALVE BOX TO FINAL GRADE IS INCIDENTAL TO THIS ITEM. VALVE UMBRELLA ANCHORAGE ASSEMBLY SHALL BE MANUFACUTRED BY ADAPTOR, INC., OAK CREST WI, OR EQUIVALENT.
16	5020-108-C-0	FIRE HYDRANT ASSEMBLY ALL FITTINGS, JOINTS, GATE VALVES, AND 6" PVC PIPE NECESSARY TO INSTALL HYDRANT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM INCLUDING THE HYDRANT TEE. HYDRANTS SHALL BE MUELLER SUPER CENTURION 250 3-WAY HYDRANTS MODEL A-423 AND PAINTED YELLOW. VALVES SHALL BE MUELLER RESILIENT WEDGE GATE VALVES WITH STAINLESS STEEL BOLTS, OR APPROVED EQUAL. "G" ELEVATION SHOWN IN PLANS REFERENCES THE FINISHED GROUND ELEVATION WHERE THE HYDRANT IS LOCATED. VALVE UMBRELLA ANCHORAGE ASSEMBLY SHALL BE MANUFACUTRED BY ADAPTOR, INC., OAK CREST WI, OR EQUIVALENT.
17	6010-108-B-0	INTAKE, SW-501
18	6010-108-B-0	INTAKE, SW-505



**BOLTON
& MENK**

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

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CITY OF STORM LAKE, IOWA

TULIP LANE STORMWATER IMPROVEMENTS

QUANTITES AND ESTIMATE REFERENCE INFORMATION

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ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
19	6010-108-B-0	<u>INTAKE, SW-506</u>
20	6010-108-X-X	<u>STORM WATER TREATMENT DEVICE</u> DEVICE SHALL BE CASCADE SEPARATOR MANUFACTURED BY CONTECH ENGINEERED SOLUTIONS MODEL CS-5. SEE SPECIAL PROVISIONS.
21	7010-108-A-0	<u>PAVEMENT, PCC, 7"</u> GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER.
22	7030-108-H-1	<u>DRIVEWAY, PAVED, PCC, 6"</u> GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER.
23	7040-108-A-0	<u>FULL DEPTH PATCHES</u> PATCHES WITH MANHOLES SHALL BE CONSTRUCTED AS A BOXOUT ACCORDING TO FIGURE 7010.103. ALL PAVEMENT PATCHES SHALL BE FLUSH WITH ADJACENT CONCRETE. GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS C #4000 OR M #4000. CONCRETE MATERIAL TESTING TO BE PERFORMED BY OWNER. HOT POUR CRACK AND JOINT FILLER SHALL BE USED. PATCHING LIMITS TO BE FIELD-MARKED BY ENGINEER AND MAY BE LESS THAN FULL PANNEL WIDTH. PATCHES SHALL MATCH EXISTING JOINTING.
24	7040-108-H-0	<u>PAVEMENT REMOVAL</u> REMOVAL LIMITS SHALL BE FIELD-MARKED BY ENGINEER.
25	8030-108-A-0	<u>TEMPORARY TRAFFIC CONTROL</u>
26	9010-108-A-0	<u>CONVENTIONAL SEEDING, SEEDING, AND FERTILIZING</u> SEED AND FERTILIZE ALL AREAS WHERE INDICATED ON PLANS. SEEDING SHALL BE TYPE 2. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHES, SEEDBED PREPARATION, FURNISHING AND PLACEMENT OF SEED, FURNISHING, PLACEMENT, AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. MULCH SHALL BE BONDED FIBER MATRIX (BFM). DORMANT SEEDING SHALL BE USED OUTSIDE OF SEEDING DATES PRIOR TO WINTER SHUTDOWN. SEED SHALL BE A MINIMUM PLS OF 70%.

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
27	9020-108-A-0	<u>SOD</u> SOD ALL AREAS DISTURBED BY CONSTRUCTION UNLESS INDICATED ON PLANS. COST FOR WATERING SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, AND REWORK, INCLUDING REGRADING AND ADJUSTING GRADING, ARE CONSIDERED INCIDENTAL TO THIS ITEM. CONTRACTOR RESPONSIBLE FOR PROTECTING ALL SODDED AREAS THRU ESTABLISHMENT AND ACCEPTANCE. CONTRACTOR RESPONSIBLE FOR MOWING AND MAINTAINING SODDED AREAS UNTIL PROJECT IS ACCEPTED BY OWNER. SODDING OF AREAS OUTSIDE OF CONSTRUCTION LIMITS SHALL BE RESPONSIBILITY OF CONTRACTOR AT NO ADDITIONAL COST TO OWNER. SEE SHEET C2.01 FOR LOCATION.
28	9040-108-E-0	<u>TEMPORARY RECP, TYPE 2C</u> PRIOR TO INSTALLING THE PRODUCT, SURFACE SHALL BE SMOOTH WITH SEED AND FERTILIZER ALREADY APPLIED. OVERLAP CONSECUTIVE ROLLS A MINIMUM OF 3 INCHES AND INSTALL ANCHORS AT A MAXIMUM OF 18 INCHES ALONG ALL OVERLAPS. ADJACENT PARALLEL ROLLS SHALL BE OVERLAPPED A MINIMUM OF 2 INCHES USING ANCHORS DEVICES.
29	9040-108-R-0	<u>TURF REINFORCEMENT MATS, TYPE 1</u> EXCAVATION, STAPLES, ANCHORING DEVICES, AND MATERIAL FOR ANCHORING SLOTS SHALL BE CONSIDERED INCIDENTAL.
30	9040-108-T-1	<u>INLET PROTECTION DEVICE</u> INLET PROTECTION SHALL BE EITHER DROP IN OR WATTLES AS SHOWN IN PLANS. MAINTENANCE AND REMOVAL SHALL BE CONSIDERED INCIDENTAL.
31	11020-108-A-1	<u>MOBILIZATION</u>
32	11030-108-A-0	<u>MAINTENANCE OF POSTAL SERVICE</u> CONTRACTOR SHALL PROVIDE TEMPORARY MAIL BOXES FOR ALL RESIDENCES AFFECTED BY THE PROJECT. TEMPORARY MAILBOX SHALL BE LOCATED IN A PLACE ACCESSIBLE TO ALL RESIDENTS AND THE USPS FOR THE DURATION OF THE PROJECT. ITEM WILL BE PAID 0.5 OF THE TOTAL ITEM COST UPON INSTALLATION. REMAINDER WILL BE PAID UPON REMOVAL.
33	11030-108-X-X	<u>REMOVE AND REPLACE MAILBOX</u> CONTRACTOR SHALL REMOVE AND SALVAGE EXISTING MAILBOX AND REINSTALL EXISTING MAILBOX UPON PROJECT COMPLETION. REINSTALLED MAILBOX TO BE LOCATED AT EXISTING HORIZONTAL LOCATION AND IN CONFORMANCE WITH THE USPS STANDARDS. ITEM WILL BE PAID 0.5 OF THE TOTAL ITEM COST UPON INSTALLATION OF THE TEMPORARY MAILBOX AND THE TOTAL BID PRICE UPON REINSTALLATION OF THE EXISTING MAILBOX AND REMOVAL OF THE TEMPORARY MAILBOX.
34	11030-108-X-X	<u>SUMP PUMP CONNECTION</u> ITEM SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR INSTALLATION ACCORDING TO THE DETAIL IN THIS PLAN.
35	12000-108-X-X	<u>CONSTRUCTION ALLOWANCE</u> THIS ITEM SHALL BE USED AT THE ENGINEER AND OWNER'S DISCRETION TO PAY FOR MINOR WORK CHANGE DIRECTIVES. NO PAYMENT SHALL BE MADE FOR EXTRA WORK UNLESS IT IS APPROVED IN WRITING BY THE ENGINEER PRIOR TO THE WORK BEING UNDERTAKEN BY THE CONTRACTOR. ANY PORTION OF THE LUMP SUM CONSTRUCTION ALLOWANCE THAT IS NOT USED WILL BE REFUNDED TO THE OWNER. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR APPROVAL OF A WORK CHANGE PRIOR TO BEGINNING THE WORK.

A	CITY OF STORM LAKE - STORM SEWER CONSTRUCTION																			
STRUC IDENT.	STATION	LOC	TYPE	DESIGN	CASTING	RIM ELEV	OUTLET ELEV	DRAINS TO STRUC	PIPE GRADE	24" FLARED END SECTION	STORM WATER TREATMENT DEVICE	SW-501 HEIGHT	SW-505 HEIGHT	SW-506 HEIGHT	6" PVC SUBDRAIN	15" RCP	18" RCP	24" RCP	NOTES	
										(EA)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)		
1	101+59.20	23.70 RT	FES	-----	-----	-----	1422.85	DITCH		1										
2	101+82.27	19.93 RT	MH		E	1426.14	1422.89	1	0.19%		7.75							23		
3	101+82.28	15.50 RT	CB	SW-501	R	1425.43	1422.99	2	0.40%			2.44					4			
4	101+82.16	15.50 LT	CB	SW-501	R	1425.42	1423.15	3	0.50%			2.27			181	31			(1)	
5	104+12.21	15.50 RT	CB	SW-506	R E	1426.01	1423.38	2	0.17%					2.63	55			230	(1)	
6	104+12.21	15.50 LT	CB	SW-505	R R	1426.01	1423.63	5	0.50%				2.38		93		31		(2)	
									TOTALS	1	7.75	4.71	2.38	2.63	329	31	35	253		

STORM SEWER NOTES:
STRUCTURE HEIGHTS ARE PROVIDED FOR INFORMATION ONLY.
(1) - PROVIDE 1 HOLE FOR 6" SUBDRAIN CONNECTION.
(2) - PROVIDE 2 HOLES FOR 6" SUBDRAIN CONNECTION.

CASTING NOMENCLATURE:
REFER TO SUDAS STANDARD PLATES SW-602, SW-603, & SW-604 FOR CASTING INFORMATION



BOLTON & MENK

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www.bolton-menk.com

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CLIENT PROJ. NO.							

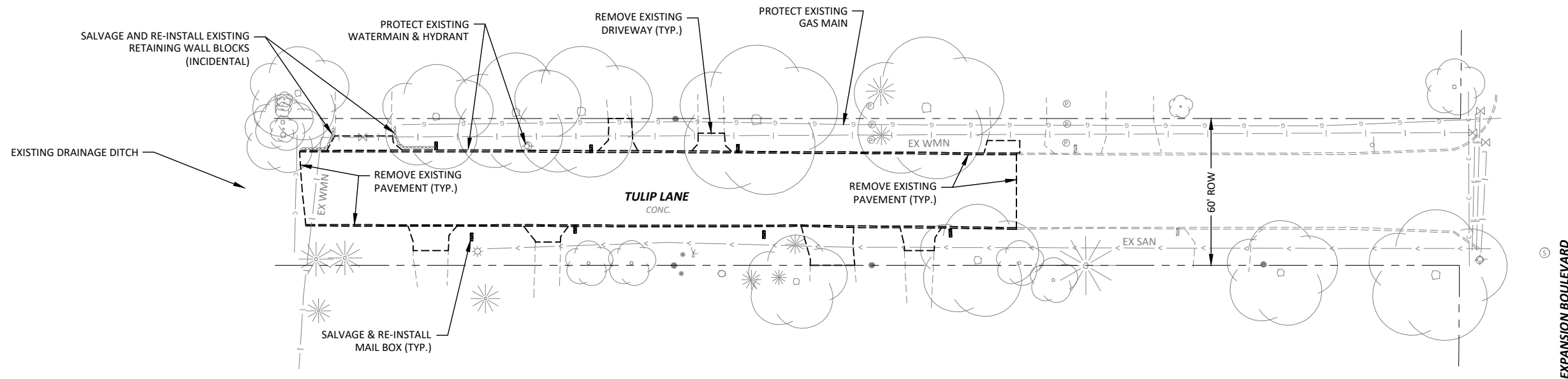
CITY OF STORM LAKE, IOWA

TULIP LANE STORMWATER IMPROVEMENTS

QUANTITES AND ESTIMATE REFERENCE INFORMATION

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NOTES

1. PAVEMENT REMOVAL AREAS ARE APPROXIMATE AND MAY VARY. COORDINATE REMOVAL AREAS WITH ENGINEER AND OWNER.
2. SALVAGE/REMOVAL AND RE-INSTALLATION OF ALL LANDSCAPING INCLUDING, BUT NOT LIMITED TO, RETAINING WALLS AND PLANTING BEDS SHALL BE INCIDENTAL. COORDINATE WITH THE ENGINEER PRIOR TO COMMENCING LANDSCAPE REMOVAL ACTIVITIES.



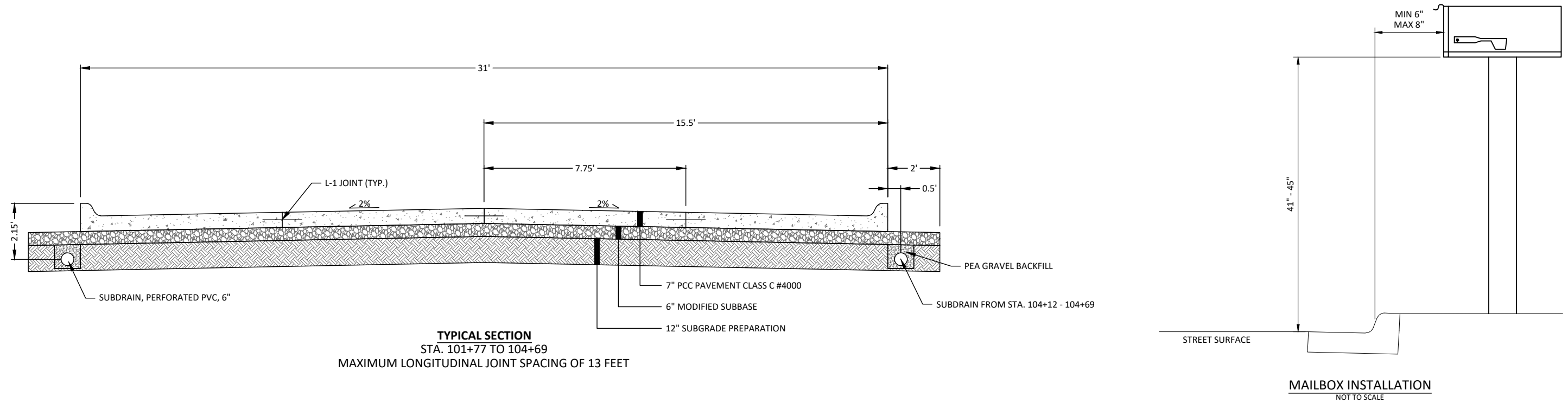
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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
EXISTING CONDITIONS & REMOVALS
STORMWATER SWALE & TULIP LANE

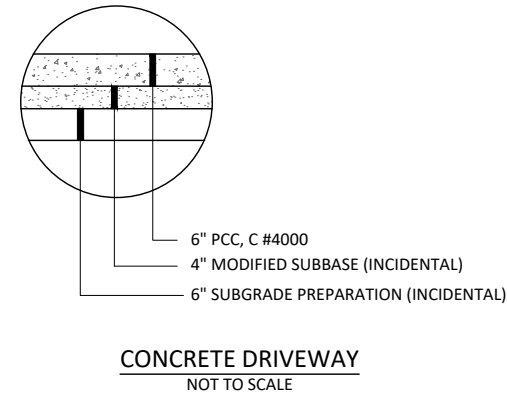
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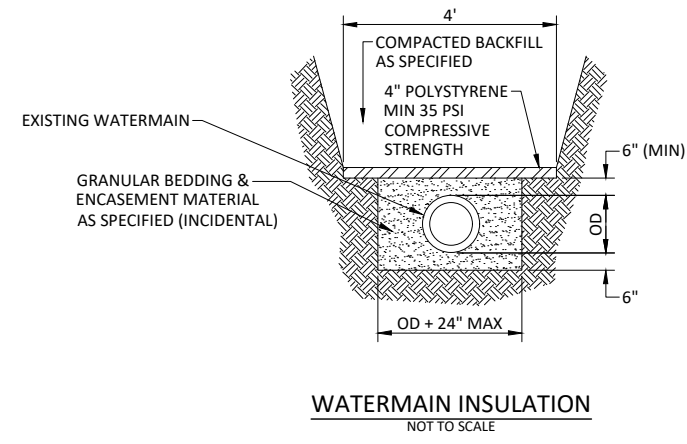


TYPICAL SECTION
STA. 101+77 TO 104+69
MAXIMUM LONGITUDINAL JOINT SPACING OF 13 FEET

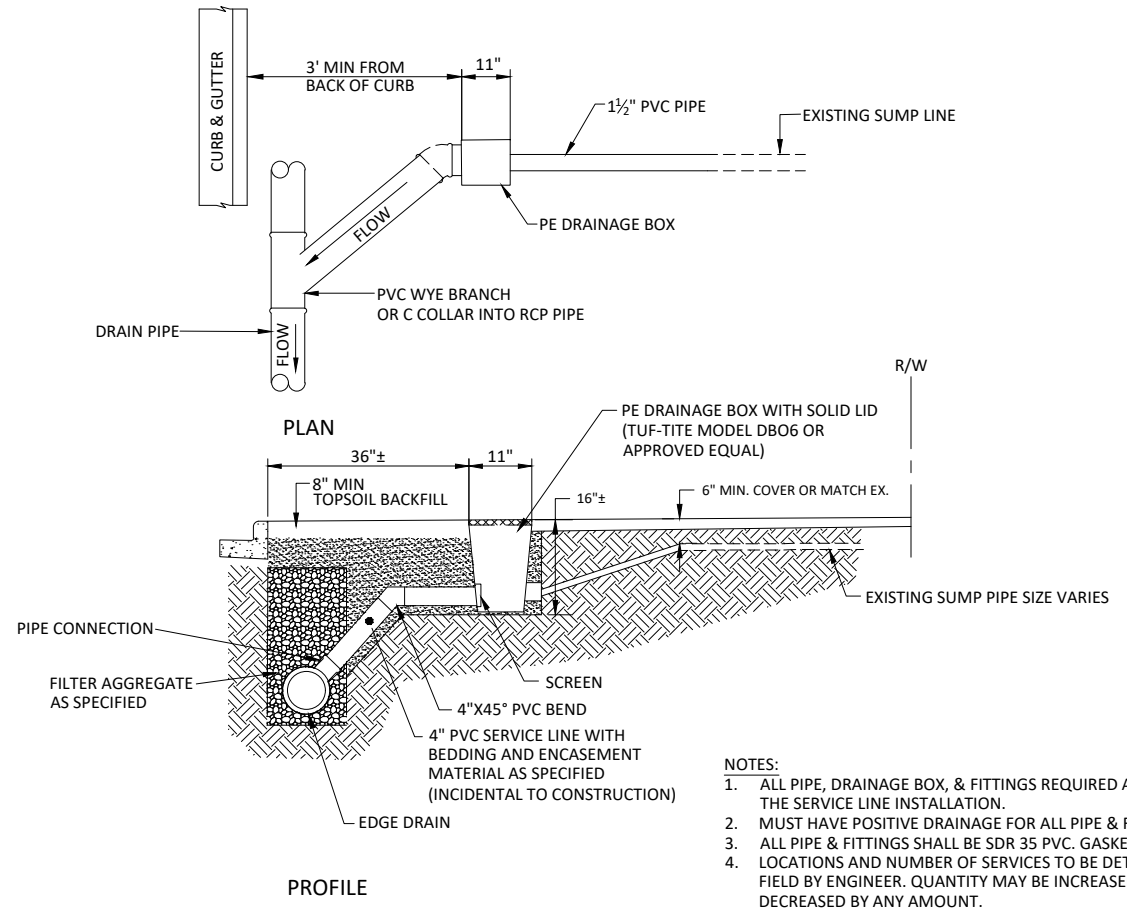
MAILBOX INSTALLATION
NOT TO SCALE



CONCRETE DRIVEWAY
NOT TO SCALE



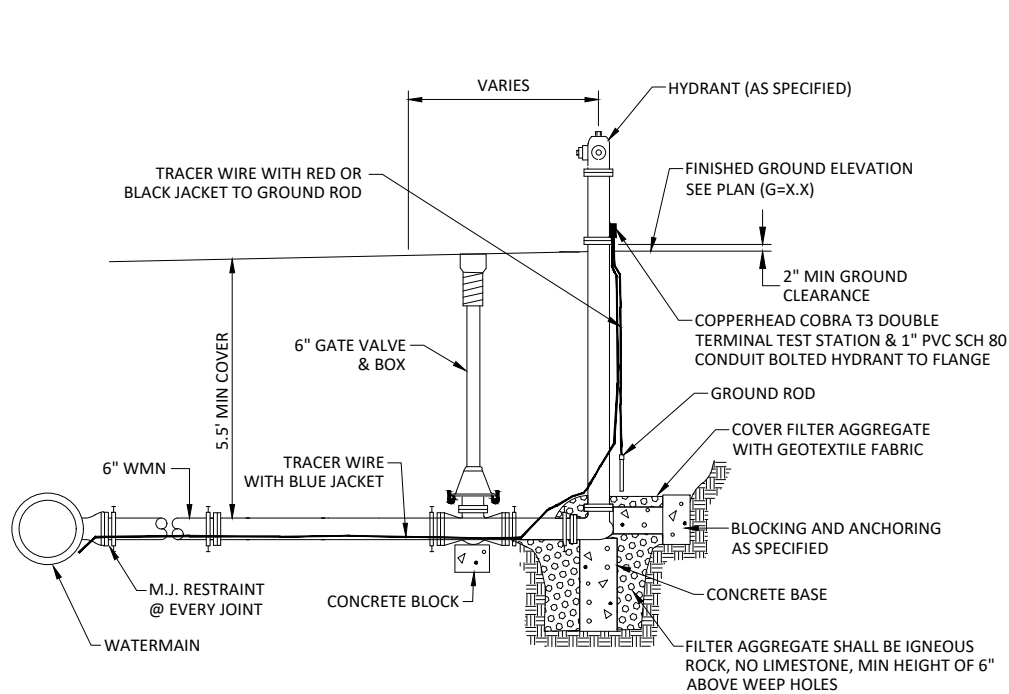
WATERMAIN INSULATION
NOT TO SCALE



SUMP PUMP CONNECTION
NOT TO SCALE

- NOTES:**
1. ALL PIPE, DRAINAGE BOX, & FITTINGS REQUIRED ARE INCLUDED IN THE SERVICE LINE INSTALLATION.
 2. MUST HAVE POSITIVE DRAINAGE FOR ALL PIPE & FITTINGS.
 3. ALL PIPE & FITTINGS SHALL BE SDR 35 PVC. GASKETED FITTINGS.
 4. LOCATIONS AND NUMBER OF SERVICES TO BE DETERMINED IN FIELD BY ENGINEER. QUANTITY MAY BE INCREASED OR DECREASED BY ANY AMOUNT.
 5. IF UNDERGROUND SUMP PUMP LINE DOES NOT CURRENTLY EXIST, CAP 1.5\"/>

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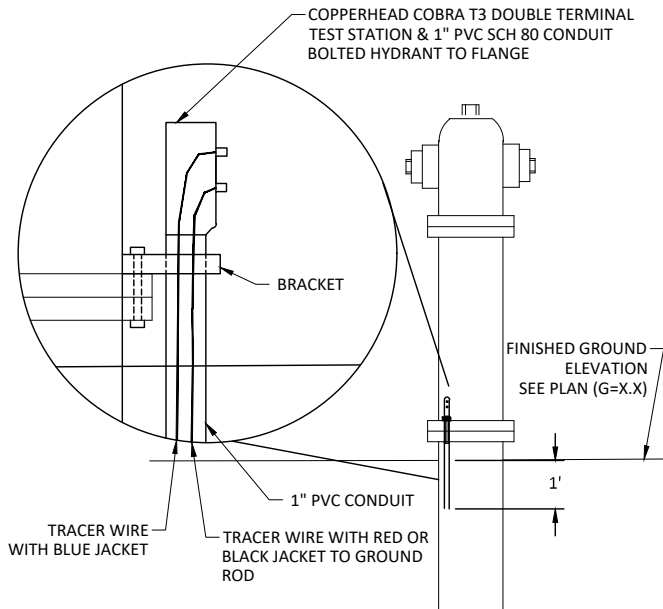


NOTES:

- HYDRANTS LOCATED WHERE THE GROUNDWATER TABLE IS ABOVE THE DRAIN OUTLET SHALL HAVE THE OUTLET DRAIN PLUGGED AND SHALL BE EQUIPPED WITH A TAG STATING "PUMP AFTER USE"
- REFER TO TRACER WIRE DETAILS FOR ADDITIONAL INFORMATION.

HYDRANT ASSEMBLY INSTALLATION

NOT TO SCALE

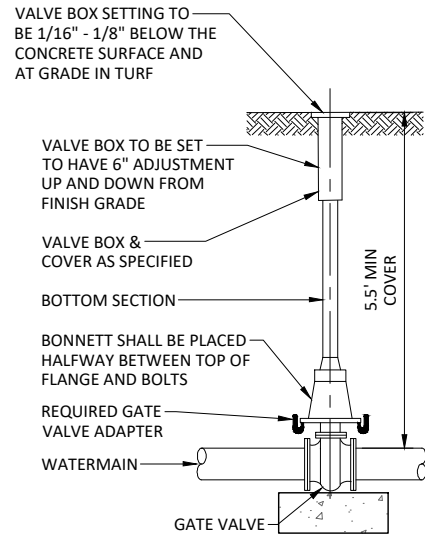


TRACER WIRE TEST STATION DETAIL

NOT TO SCALE

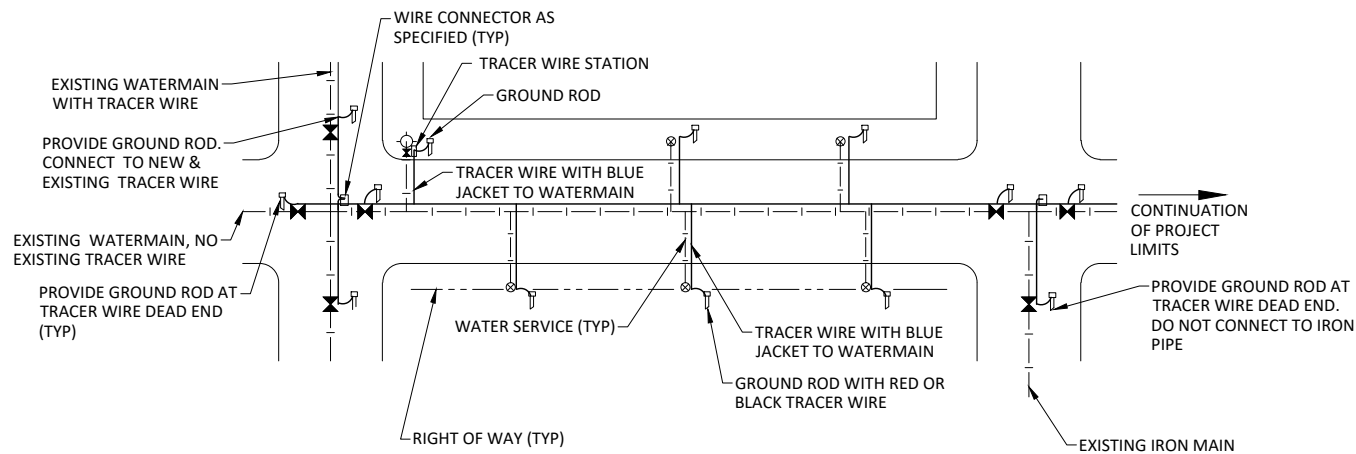
NOTES:

- VALVE BOX SHALL BE CENTERED ON OPERATING NUTS, STRAIGHT, FREE FROM DEBRIS, AND ALL SECTIONS UNBROKEN
- DEEP VALVES SHALL HAVE NUT EXTENSIONS INSTALLED TO ELEVATION TO ACCOMMODATE STANDARD 10' KEY; BOTTOM NUT SHALL BE BOLTED TO VALVE NUT AND ONLY ONE SECTION
- COMPACTION WITH MECHANICAL TAMPER AROUND VALVE BOX SHALL BE PLACED AND COMPACTED WITH 2' LIFTS TO ACHIEVE 95% COMPACTION



GATE VALVE BOX INSTALLATION

NOT TO SCALE

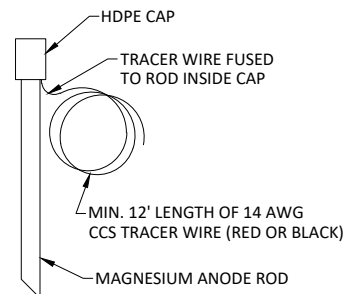


NOTES:

- CONNECTIONS TO EXISTING WATERMAINS AND TRACER WIRES VARY BY LOCATION.
- DO NOT CAD WELD TRACER WIRE TO DUCTILE IRON PIPE.

TRACER WIRE SYSTEM SCHEMATIC - WATER DISTRIBUTION

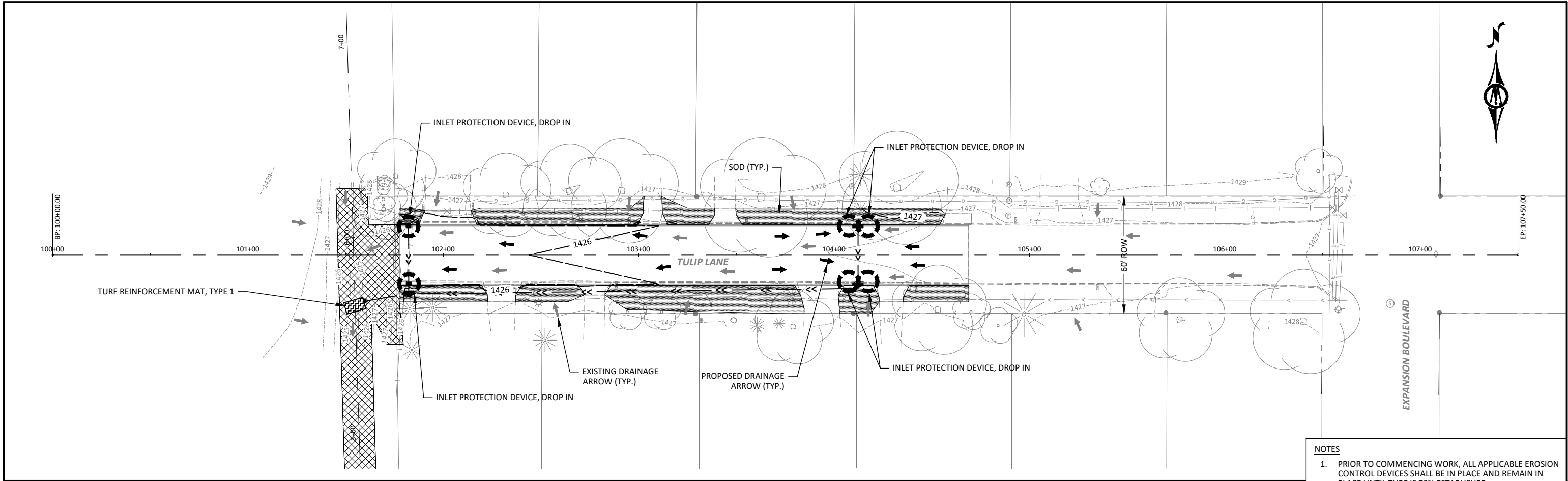
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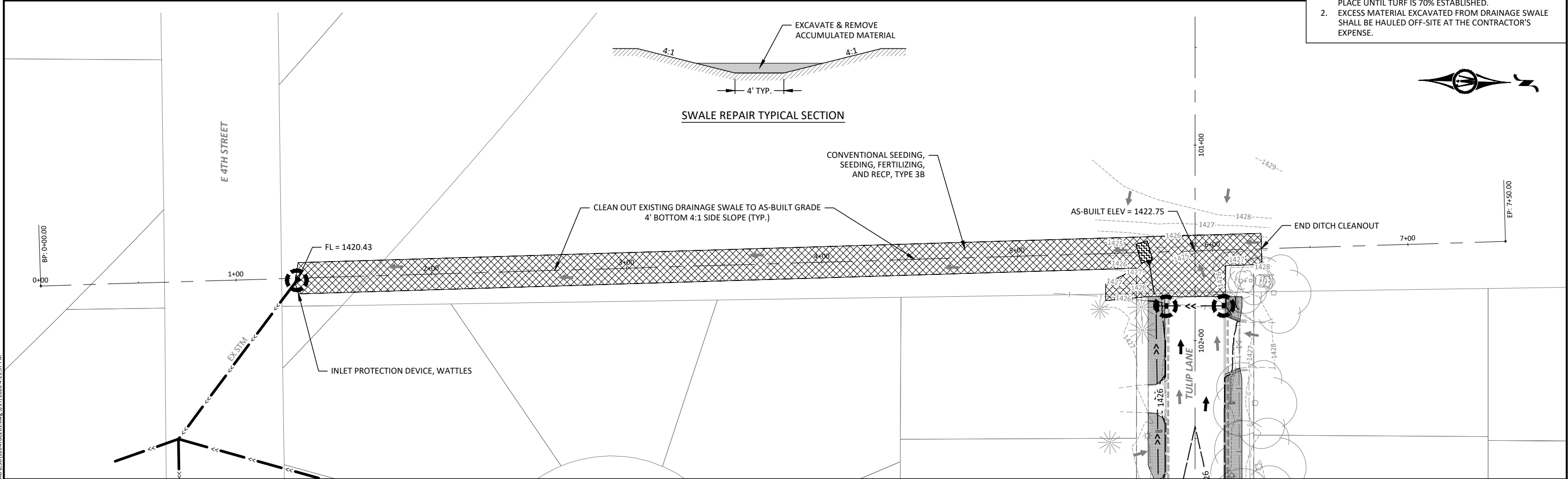
NOTE: MAGNESIUM ROD DIMENSIONS SHALL BE APPROX. 18" LONG BY 1.3" DIAM., AND APPROX. 1 LB IN WEIGHT

GROUNDING ANODE

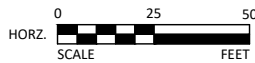
NOT TO SCALE



- NOTES**
1. PRIOR TO COMMENCING WORK, ALL APPLICABLE EROSION CONTROL DEVICES SHALL BE IN PLACE AND REMAIN IN PLACE UNTIL TURF IS 70% ESTABLISHED.
 2. EXCESS MATERIAL EXCAVATED FROM DRAINAGE SWALE SHALL BE HAULED OFF-SITE AT THE CONTRACTOR'S EXPENSE.



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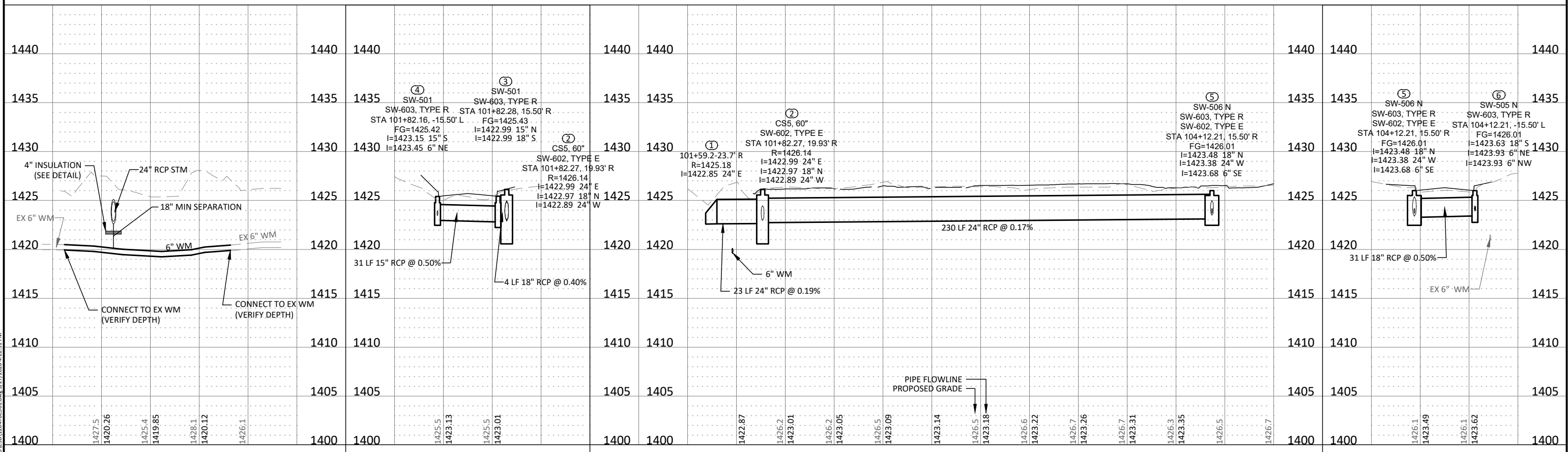
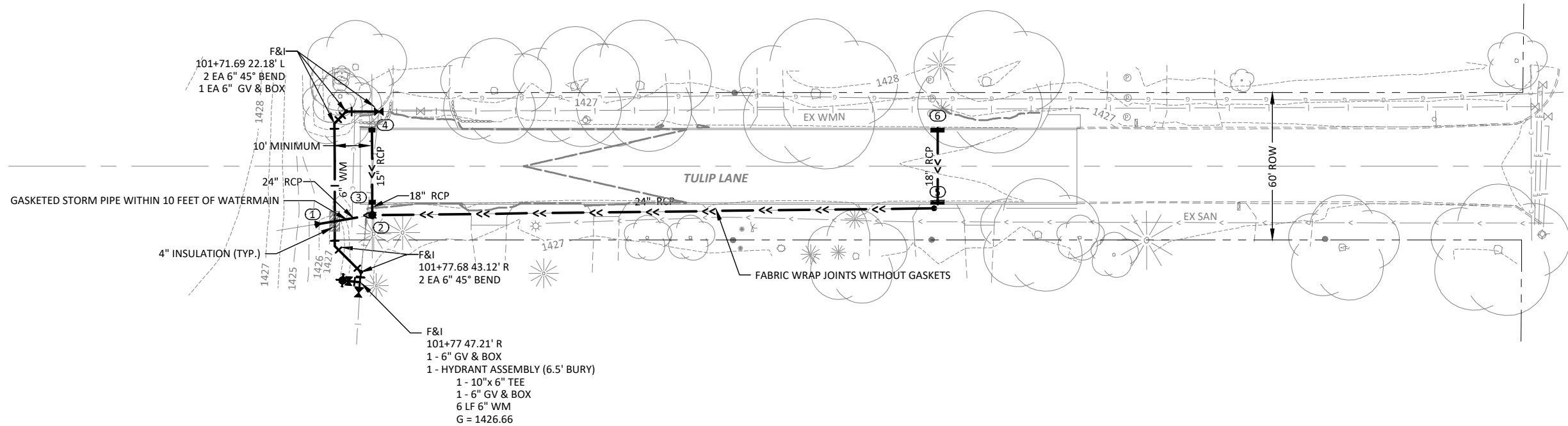
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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
EROSION CONTROL PLAN
STORMWATER SWALE & TULIP LANE

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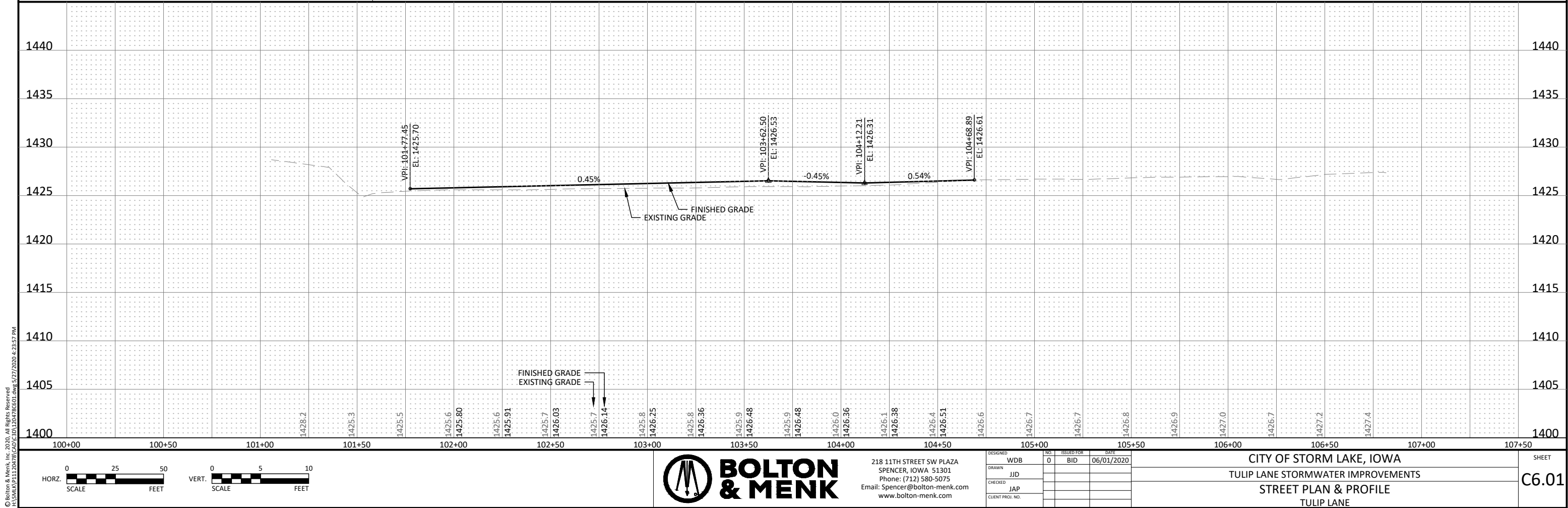
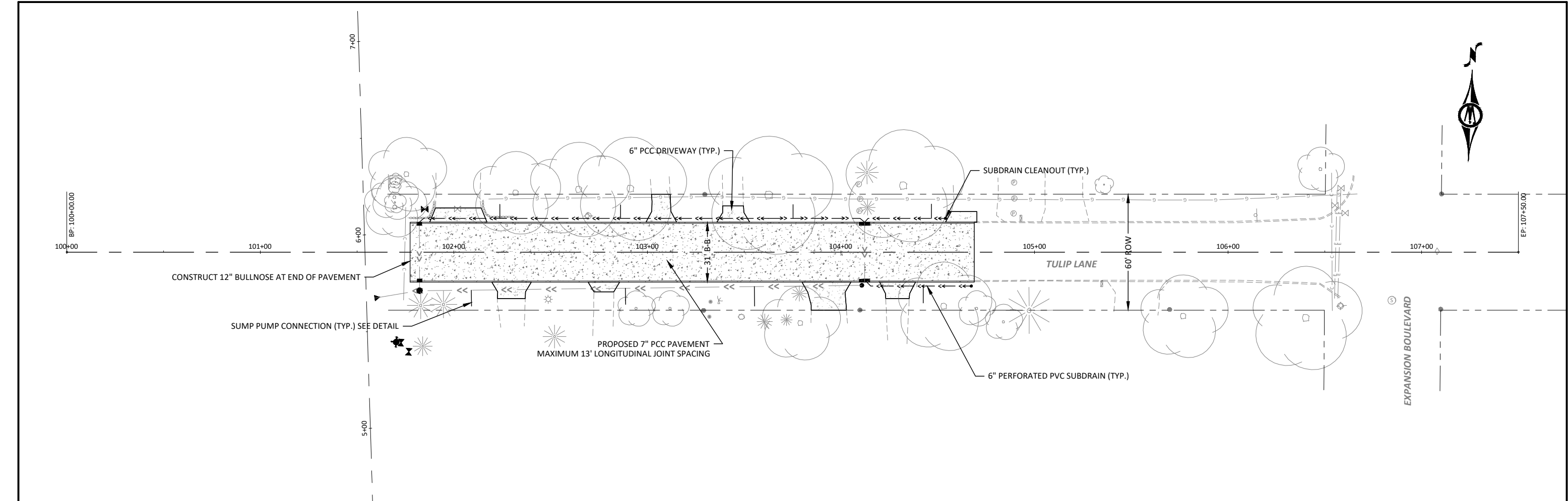


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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
STORM SEWER PLAN & PROFILE
TULIP LANE

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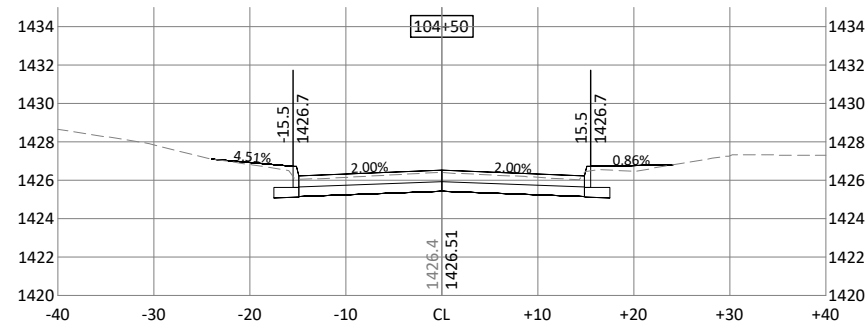
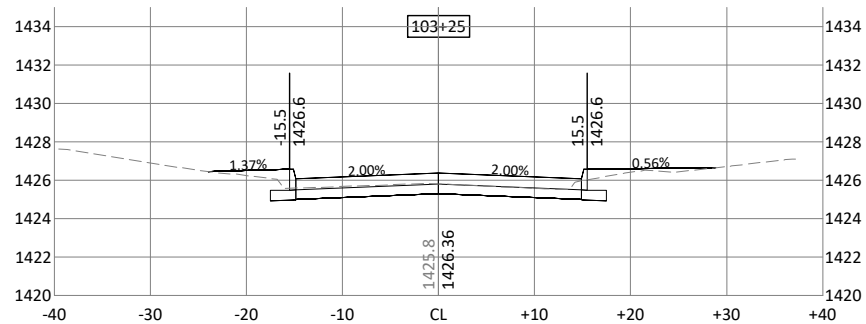
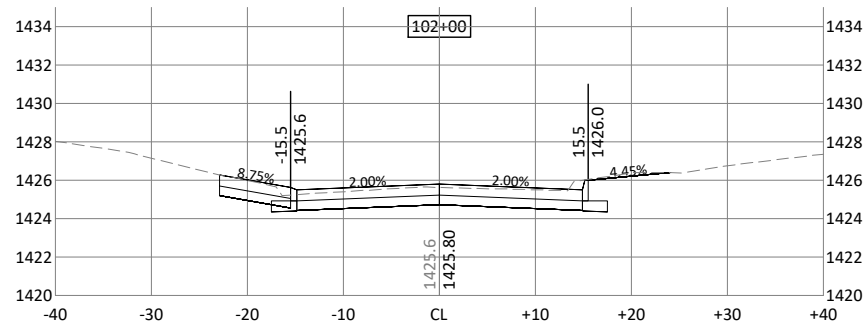
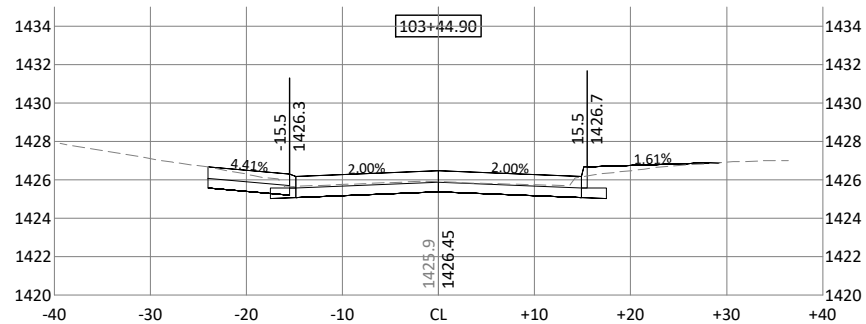
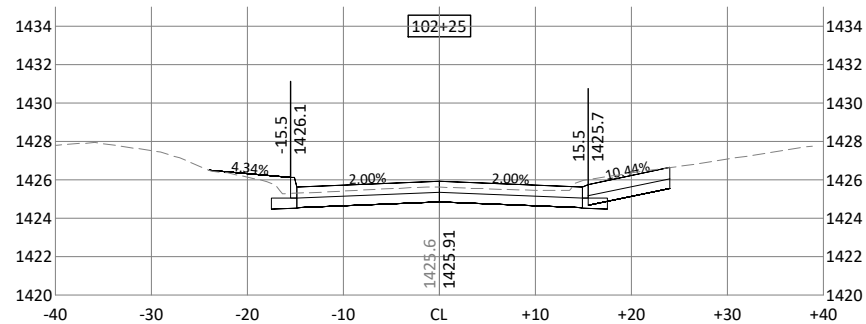
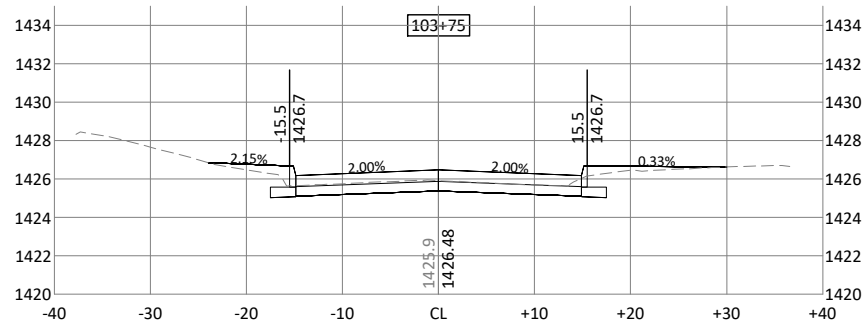
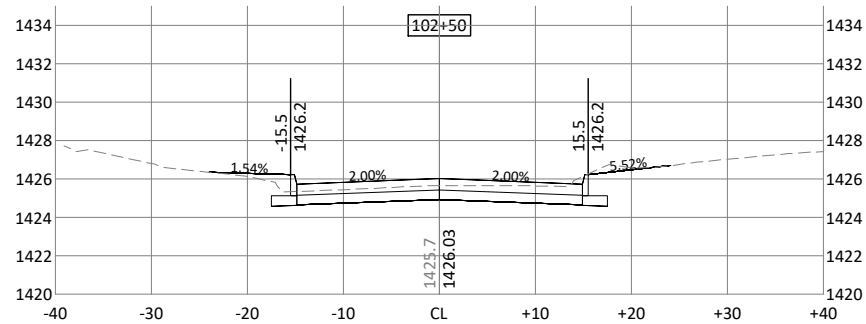
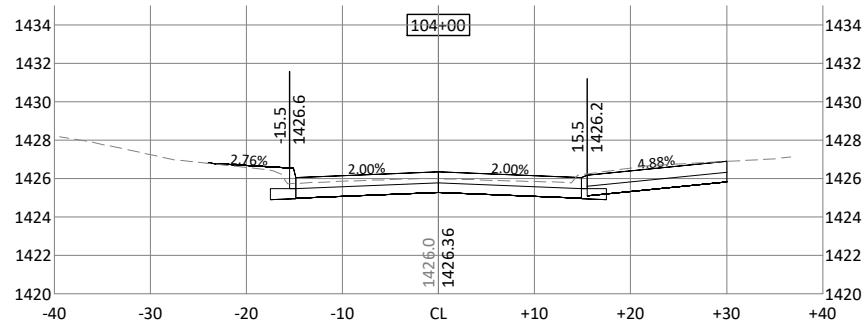
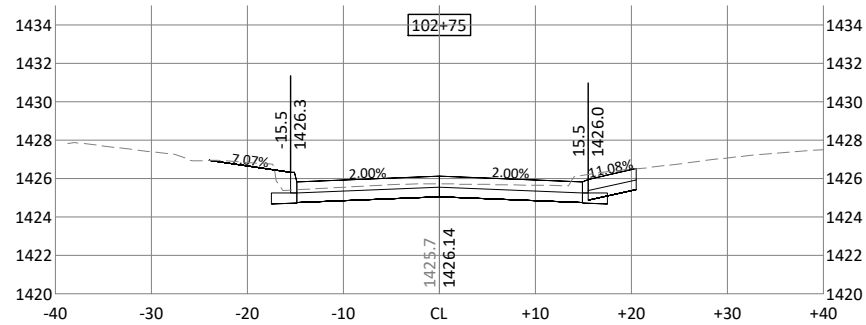
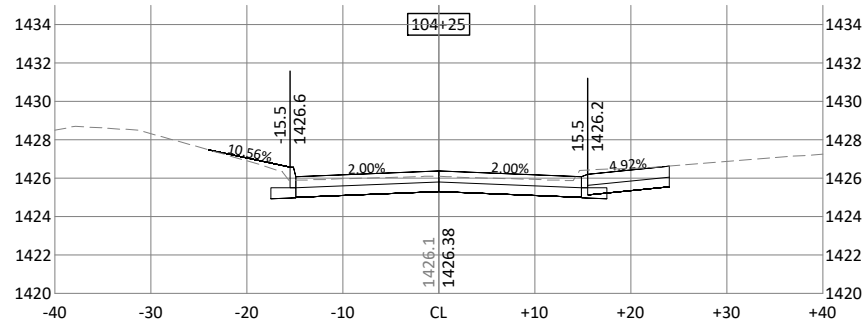
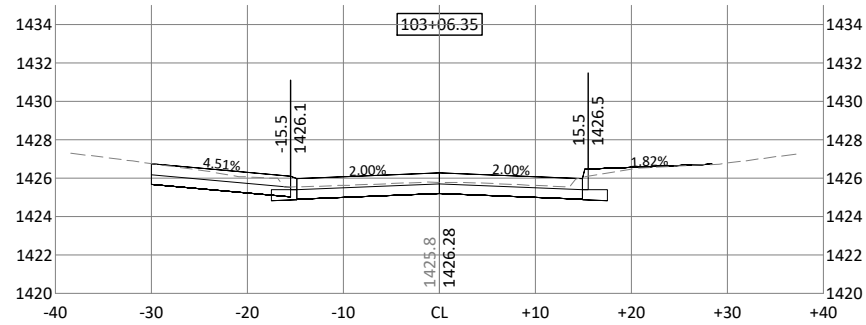
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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
STREET PLAN & PROFILE
TULIP LANE

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CITY OF STORM LAKE, IOWA
TULIP LANE STORMWATER IMPROVEMENTS
CROSS SECTIONS
TULIP LANE

SHEET

C9.01

Staff Summary

7/6/2020

Agenda Item # 11.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 04-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract For The Tulip Lane Stormwater Improvement Project**

BACKGROUND: The Tulip Lane neighborhood has been subjected to numerous flooding impacts in recent years. In March 2019, rainfall and rapid snowmelt resulted in considerable ponding west of Expansion Boulevard. The proposed improvements include installation of new storm sewer intakes and 15" to 24" mains, water quality infrastructure, and related improvements.

Bids were opened on June 25, 2020. Three bids were received with the apparent low bidder being Reding's Gravel & Excavating Co. in the amount of \$292,995.50.

FISCAL IMPACT: The Engineer's Opinion of Probable Cost was \$324,804.50. The construction contract has an estimated value of \$292,995.50. The project is one of eight NRDC-HUD funded projects with federal funding entailing 75% and local match 25%.

RECOMMENDATION: Approve Resolution 04-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract to Redig's Gravel & Excavating in the amount of \$292,995.50 for the Tulip Lane Stormwater Improvement Project.

ATTACHMENTS:

Description	Type
□ Resolution No. 04-R-2019-2020	Resolution
□ Engineer's Recommendation	Backup Material

RESOLUTION NO. 04 R-2020-2021

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, BID AND AWARD CONTRACT FOR THE TULIP LANE STORMWATER IMPROVEMENT PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Tulip Lane Stormwater Improvement Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA;

Section 1. . That the said plans, specifications, form of contract and estimate of cost, are hereby approved, as described in the preamble of this Resolution.

Section 2. That the following bid for the construction of certain public improvements described in general as the Tulip Lane Stormwater Improvement Project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Redig's Gravel & Excavating

Amount of bid: \$292,995.50

Portion of bid: All

Section 3. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract to be binding on the City, contingent to obtaining all the required concurrences and consents.

PASSED AND APPROVED this 6th day of July 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

June 25, 2020

City of Storm Lake
Attn: David Derragon
620 Erie Street
Storm Lake, IA 50588

RE: Recommendation of Award
Tulip Lane Stormwater Improvements
Project No.: P11.120478

Dear Mr. Derragon:

Bids were received and opened online via Microsoft Teams on Wednesday, June 25th, 2020 at 3:30 PM for the project referenced above. Three (3) bids were received and the result is tabulated below:

	<u>Total Bid</u>
Reding's Gravel & Excavating Co.	\$292,995.50
Castor Construction LLC	\$312,992.80
Spring Lake Construction LLC	\$417,370.10
Engineer's Estimate	\$ 324,804.50

A detailed bid abstract including the engineer's estimate is attached for your reference. We have also included Information Requested from the Low Bidder as required. If deemed economically feasible, we recommend awarding the construction contract to Reding's Gravel & Excavating Co., in the amount of \$292,995.50.

Sincerely,

Bolton & Menk, Inc.

DocuSigned by:

A blue ink signature of Josh Pope, consisting of a stylized 'J' and 'P' followed by a checkmark-like flourish.

Josh Pope P.E., LEED AP BD+C
Infrastructure Engineer

encl.

TABULATION OF BIDS

TULIP LANE STORMWATER IMPROVEMENTS
CITY OF STORM LAKE
BMI PROJECT NO. P11.120478

218 11th Street SW Plaza
Spencer, IA 51301
(712) 580-5075



June 25, 2020 @ 3:30 P.M.

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Reding's Gravel & Excavating Storm Lake, IA		Castor Construction LLC Fort Dodge, IA		Spring Lake Construction Polk City, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	EXCAVATION, CLASS 13	CY	505	\$18.00	\$9,090.00	\$30.75	\$15,528.75	\$31.50	\$15,907.50	\$30.00	\$15,150.00
2	SUBGRADE PREPARATION	SY	1133	\$2.50	\$2,832.50	\$3.25	\$3,682.25	\$3.15	\$3,568.95	\$7.50	\$8,497.50
3	SUBBASE, MODIFIED, 6"	SY	1133	\$13.00	\$14,729.00	\$11.50	\$13,029.50	\$12.00	\$13,596.00	\$10.00	\$11,330.00
4	EXPLORATORY EXCAVATION	HR	3	\$225.00	\$675.00	\$225.00	\$675.00	\$210.00	\$630.00	\$200.00	\$600.00
5	TRENCH FOUNDATION	TON	5	\$200.00	\$1,000.00	\$50.00	\$250.00	\$49.35	\$246.75	\$40.00	\$200.00
6	STORM SEWER, TRENCHED, RCP CLASS V, 15"	LF	31	\$65.00	\$2,015.00	\$71.00	\$2,201.00	\$67.25	\$2,084.75	\$80.00	\$2,480.00
7	STORM SEWER, TRENCHED, RCP CLASS III, 18"	LF	31	\$75.00	\$2,325.00	\$73.00	\$2,263.00	\$69.30	\$2,148.30	\$120.00	\$3,720.00
8	STORM SEWER, TRENCHED, RCP CLASS III, 24"	LF	253	\$100.00	\$25,300.00	\$56.00	\$14,168.00	\$56.70	\$14,345.10	\$170.00	\$43,010.00
9	PIPE APRON, RCP, 24"	EA	1	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$1,575.00	\$1,575.00	\$3,500.00	\$3,500.00
10	SUBDRAIN, PERFORATED PVC, 6"	LF	329	\$18.00	\$5,922.00	\$18.75	\$6,168.75	\$17.85	\$5,872.65	\$24.00	\$7,896.00
11	SUBDRAIN CLEANOUT, 6", TYPE A-1	EA	2	\$500.00	\$1,000.00	\$990.00	\$1,980.00	\$945.00	\$1,890.00	\$800.00	\$1,600.00
12	WATER MAIN, TRENCHED, PVC, 6"	LF	86	\$80.00	\$6,880.00	\$135.00	\$11,610.00	\$127.00	\$10,922.00	\$95.00	\$8,170.00
13	FITTING, DUCTILE IRON	LB	328	\$15.00	\$4,920.00	\$4.75	\$1,558.00	\$5.00	\$1,640.00	\$12.20	\$4,001.60
14	POLYSTYRENE INSULATION, 4"	SF	32	\$11.00	\$352.00	\$20.00	\$640.00	\$19.95	\$638.40	\$30.00	\$960.00
15	GATE VALVE & BOX, 6"	EA	2	\$1,700.00	\$3,400.00	\$1,385.00	\$2,770.00	\$1,365.00	\$2,730.00	\$2,700.00	\$5,400.00
16	FIRE HYDRANT ASSEMBLY	EA	1	\$6,500.00	\$6,500.00	\$5,625.00	\$5,625.00	\$5,670.00	\$5,670.00	\$6,000.00	\$6,000.00
17	INTAKE, SW-501	EA	1	\$2,200.00	\$2,200.00	\$3,325.00	\$3,325.00	\$3,400.00	\$3,400.00	\$5,500.00	\$5,500.00
18	INTAKE, SW-503	EA	1	\$2,800.00	\$2,800.00	\$6,575.00	\$6,575.00	\$6,400.00	\$6,400.00	\$6,000.00	\$6,000.00
19	INTAKE, SW-505	EA	1	\$3,200.00	\$3,200.00	\$4,350.00	\$4,350.00	\$4,357.50	\$4,357.50	\$7,000.00	\$7,000.00
20	INTAKE, SW-506	EA	1	\$4,200.00	\$4,200.00	\$8,425.00	\$8,425.00	\$8,400.00	\$8,400.00	\$8,000.00	\$8,000.00
21	STORM WATER TREATMENT DEVICE	EA	1	\$50,000.00	\$50,000.00	\$21,870.00	\$21,870.00	\$22,008.00	\$22,008.00	\$30,000.00	\$30,000.00
22	PAVEMENT, PCC, 7"	SY	1004	\$55.00	\$55,220.00	\$66.00	\$66,264.00	\$55.00	\$55,220.00	\$42.00	\$42,168.00
23	DRIVEWAY, PAVED, PCC, 6"	SY	87	\$65.00	\$5,655.00	\$96.00	\$8,352.00	\$82.50	\$7,177.50	\$47.00	\$4,089.00
24	FULL DEPTH PATCHES	SY	100	\$106.00	\$10,600.00	\$87.00	\$8,700.00	\$104.00	\$10,400.00	\$95.00	\$9,500.00
25	PAVEMENT REMOVAL	SY	1004	\$7.00	\$7,028.00	\$8.00	\$8,032.00	\$7.35	\$7,379.40	\$32.00	\$32,128.00
26	TEMPORARY TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$535.00	\$535.00	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00
27	CONVENTIONAL SEEDING, SEEDING, AND FERTILIZING	AC	0.5	\$4,000.00	\$2,000.00	\$5,135.00	\$2,567.50	\$10,000.00	\$5,000.00	\$2,000.00	\$1,000.00
28	SOD	SY	497	\$12.00	\$5,964.00	\$10.75	\$5,342.75	\$25.00	\$12,425.00	\$37.00	\$18,389.00
29	TEMPORARY RECP, TYPE 2C	SY	942	\$3.50	\$3,297.00	\$1.50	\$1,413.00	\$5.00	\$4,710.00	\$5.50	\$5,181.00
30	TURF REINFORCEMENT MATS, TYPE 1	SQ	1	\$1,200.00	\$1,200.00	\$480.00	\$480.00	\$750.00	\$750.00	\$50.00	\$50.00
31	INLET PROTECTION DEVICE	EA	7	\$250.00	\$1,750.00	\$270.00	\$1,890.00	\$150.00	\$1,050.00	\$250.00	\$1,750.00
32	MOBILIZATION	LS	1	\$19,000.00	\$19,000.00	\$7,625.00	\$7,625.00	\$22,000.00	\$22,000.00	\$68,000.00	\$68,000.00
33	MAINTENANCE OF POSTAL SERVICE	LS	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$500.00	\$500.00	\$400.00	\$400.00
34	REMOVE AND REPLACE MAILBOX	EA	7	\$750.00	\$5,250.00	\$60.00	\$420.00	\$250.00	\$1,750.00	\$300.00	\$2,100.00
35	SUMP PUMP CONNECTION	EA	8	\$1,000.00	\$8,000.00	\$910.00	\$7,280.00	\$800.00	\$6,400.00	\$450.00	\$3,600.00
TOTAL BASE BID					\$324,804.50		\$292,995.50		\$312,992.80		\$417,370.10

26-Jun-20

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

**(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)**

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: Reding's Gravel and Excavating Co.

2001 East Oak Street

Algona, IA 50511

Number of years as a Contractor in construction work of this type 72 Years

Names and titles of all officers of Contractor's firm: Chuck Reding - President

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Concrete Mixes
- Aggregates
- Subdrain Pipe & appurtenances
- Storm sewer pipe/structures/aprons
- Erosion Control
- Plantings
- Watermain Pipe & Appurtenances

******END OF SECTION******

Tulip Lane Stormwater Improvements

1. City of Algona - Ron Covert - Public Works Director- 515-295-2411
2018 Dodge Street Reconstruction
Storm Water, Sewer, & Water Improvements with Street & Sidewalk reconstruction
\$2,395,000
9/2019
Wes Brown, Bolton & Menk, Inc., 507-381-0380
2. Algona Municipal Utilities – John Bilsten (515) 295-3584
2019 Finn Drive Water Main Improvements
Water Main installation
\$322,000
12/2019
Nick Frederiksen - Project Manager – ISG - 515-243-9143
3. Dakota City - Angelique Berry or Don Smith (515) 332-3083
2018 Dakota City Water Well #4 (Raw Water Main)
Water Main Installation and storm water improvements with HMA resurfacing
\$217,000
4/2019
Clint Wienen, MSA, 563-584-2897
4. Alta Municipal Utilities - Randy Tilk - 712-200-1122
North Main Street Water Main Replacement
Water Main installation
\$69,790
6/2020
Amanda Goodenow, ISG, 712.732.7745
5. People Service (Humboldt) – AJ (515) 890-7882 or Martin (515) 890-1356
2019 Valve & Hydrant Replacement – Humboldt
Replacement of Fire Hydrants and Valves in multiple locations
\$159,900
12/2019
Nick Buse, ISG, 712.732.7745

Concrete:

Smith Concrete
PO Box 372
Storm Lake, Iowa 50511
712-732-4131
42-1423005

Aggregates:

RGE
2001 E Oak Street
Algona, IA 50511

Sub drain Pipe, Storm Sewer Pipe, & Structures:

Core & Main
2800 Southeast Gateway Drive
Grimes, Iowa 50111
800-342-7112

OR Midwest Pipe Supply
Mark Paca
11196 265th Street
Clear Lake, IA 50428
641-423-3801

Hancock
218 Lake Street
Lake View, IA 51450
712-665-2822

Erosion Control & Plants

Joyce's Greenery Storm Lake Greenhouse
6391 90th Ave [M43]
Storm Lake, IA 50588
712-732-7788

Staff Summary

7/6/2020

Agenda Item # 12.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion to Approve Intersection Improvement Agreement**

BACKGROUND: The District is building a new early childhood center north of the Hope Evangelical Free Church. The Iowa Department of Transportation approved a turning lane, traffic light and rail signal at the intersection of HWY 110 and HWY 7. The Storm Lake Community School District School Board approved this agreement at their June 17, 2020 meeting.

The terms of the agreement with the Storm Lake Community District:

- The City shall act as the project manager
- The City shall pay for the costs associated with the grant application
- The City shall pay for \$250,000 toward engineering and up to \$50,000 toward the cost of easements
- If the project exceeds \$1,600,000 the City shall pay one-half of the project costs
- If the grants received are less than \$700,000 the City shall pay additional costs for engineering and construction costs equal to one-half of the difference
- All real-estate shall be procured in the name of the City
- Traffic control devices shall remain the property of the City.

FISCAL IMPACT: Funding for the project will be in the form of Section 130 federal funds, Transportation Safety Grant, U-Step grant funds, School District and City funds

RECOMMENDATION: Approve agreement

ATTACHMENTS:

Description	Type
Intersection Agreement	Contract

INTERSECTION IMPROVEMENT AGREEMENT PURSUANT TO IOWA CODE CHAPTER 28E

This is an agreement (the “Agreement”) between the City of Storm Lake, Iowa (the “City”) and the Storm Lake Community School District (the “District”) pursuant to Section 28E.12 of the Code of Iowa.

Background

The District desires to undertake a project for improvements to the intersection of Abner Bell Road and Iowa Highway 7, including the installation of new traffic control lights, widening of the intersection roadway, and the installation of certain Railroad safety equipment (the “Project”) because of the planned construction of a new school building just north of such intersection and the anticipated additional traffic at such intersection caused by the presence of the new school building. The City supports the Project for the safety of its residents and the travelling public. The District prefers not to act as the project manager for the Project and the City is willing to do so, as well as to support the Project financially.

Terms of Agreement

For the consideration set forth below and the promises contained herein, the City and the District agree as follows:

1. The City shall act as project manager for the Project without charge to the District. The City, in such capacity, has previously engaged an engineer and a grant administrator for the Project. The City will make a good faith effort to apply for grants available to help fund the Project. The City, as project manager, shall complete all reports associated with any grants received that help fund the Project or associated with the Project. The City shall promptly furnish the District with copies of all financial and other reports related to such grants and the Project. As project manager, the City shall a) comply with federal, state, and local law, including but not limited to Chapter 26 of the Iowa Code on Public Construction Bidding; b) manage and oversee all phases of the Project; c) select the grant administrator, engineer, and contractor for the Project; d) enter into the contract with the Contractor selected for the Project; and e) cooperate and interact with the Iowa Department of Transportation and the Canadian National Railway Company to the extent necessary to complete the Project.
2. The City Manager of the City shall serve as the administrator of this Agreement and the Project.
3. The District shall cooperate with the City by supplying information within its control necessary for grant applications or financial reports associated with the Project or any other information reasonably related to the Project and request by the City.
4. The City shall pay all the costs associated with grant application writing and grant administration associated with the Project. The City agrees to pay \$250,000.00 toward the engineering and construction costs associated with the Project, and up to an additional \$50,000.00 toward the cost of easement and land procurement and railroad permitting associated with the

Project. The balance of the Project's cost shall be paid for from any grant moneys received and District funds. Notwithstanding the foregoing, a) should the total of the engineering and construction costs of the Project exceed \$1,600,000.00, the City shall pay one-half of such costs exceeding \$1,600,000.00; and b) should the total grant moneys received for the Project be less than \$700,000.00, the City shall pay additional engineering and construction costs equal to one-half of the difference between \$700,000.00 and the actual amount of the grant moneys received.

5. Real estate interests procured for the Project shall be procured in the name of the City and shall remain the property of the City. Traffic control devices installed as a part of the Project shall be and remain the property of the City. The District shall acquire no interest in any property installed in or comprising any part of the Project, notwithstanding the District's provision of some of the funds for the Project.

6. The City shall invoice the District for funds as needed and the District shall pay such invoices to the City within thirty days of the date of the invoice. The City shall provide the District with written proof of each of its payments on the Project within thirty days of each such payment.

7. After the City has expended at least \$162,682.15 toward the Project, the City will give written notice to the District of such fact and provide to the District written proof of such payments. Within sixty days of receipt of such notice, the District and the City shall enter into a standard Iowa Bar Association "Real Estate Contract-Short Form" (the "Contract") for the District's sale to the City and the City's purchase from the District of real estate described as:

A PART OF LOTS FIVE THROUGH TEN (5-10) IN BLOCK ONE (1) OF GAHERTY AND PRICHARD'S FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast (SE) Corner of Lot Five (5), Block One (1), in said Gaherty and Prichard's Addition; Thence North along the East line of said Lot Five (5), 25.00 feet; Thence West, parallel with the North line of Fourth Street, to a point 33.00 feet East of the East line of Oates Street; Thence North parallel with said East line, to the North line of Lot Ten (10); Thence West along said North line to the Northwest (NW) Corner of said Lot Ten (10); Thence southeasterly along the West line of said Lot Ten (10), to the Southwest corner thereof; Thence South along the East line of Oates Street to the North line of Fourth Street; Thence East along said North line to the Point of Beginning,

(the "Real Estate"). The Contract shall be in substance and form as shown on attached Exhibit A. Under the Contract, the purchase price of the Real Estate shall be \$162,682.15, and the District will credit \$162,682.15 paid by the City under this Agreement against the purchase price of the Real Estate under the Contract, so that the City will owe no additional sum on the purchase price of the Real Estate.

8. This Agreement is subject to (a) the District's approval, by its Board of Education, of this Agreement, including without limitation the easement to be granted by the District under

Section 9 of this Agreement and the District's proposed sale and conveyance of the Real Estate to the City under Section 7 of this Agreement; and (b) the City's approval, by its City Council, of this Agreement, including without limitation the easement to be acquired by the City under Section 9 of this Agreement and the City's proposed purchase of the Real Estate under Section 7 of this Agreement. If either such Board of Education or City Council fails to approve this Agreement or the proposed sale transaction pursuant to the Contract between the District and the City, then this Agreement shall be void.

9. This Agreement is conditioned upon and subject to the District's granting of an easement to the City, without charge, over, across, under, and through the Real Estate for the City's construction, installation and maintenance of certain storm water improvements. The easement shall be in substance and form as shown on Exhibit B attached to this Agreement. Such easement shall be executed simultaneously with the execution of this Agreement.

10. This Agreement shall terminate upon the last of the following to occur: a) completion of the Project; b) completion of all reporting required by the terms of any grants; c) payment of all contractors; and d) the closing of the sale transaction between the District and the City for the District's sale of the Real Estate to the City.

11. This Agreement shall be effective from the date on which this executed Agreement is filed with the Secretary of State of the State of Iowa, as prescribed by Iowa Code Section 28E.8.

CITY OF STORM LAKE, IOWA

STORM LAKE COMMUNITY
SCHOOL DISTRICT

By: _____
Michael Porsch, Mayor

By: _____
Peter Steinfeld, President of the
Board of Education

ATTEST:

ATTEST:

Mayra A. Martinez, City Clerk

Trudy Pedersen, Secretary of the
Board of Education

Exhibit A

**REAL ESTATE CONTRACT
(SHORT FORM)**

IT IS AGREED between the City of Storm Lake, Iowa, an Iowa municipal corporation ("City"); and the Storm Lake Community School District ("District"):

District agrees to sell and City agrees to buy real estate in Buena Vista County, Iowa, described as:

A PART OF LOTS FIVE THROUGH TEN (5-10) IN BLOCK ONE (1) OF GAHERTY AND PRICHARD'S FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast (SE) Corner of Lot Five (5), Block One (1), in said Gaherty and Prichard's Addition; Thence North along the East line of said Lot Five (5), 25.00 feet; Thence West, parallel with the North line of Fourth Street, to a point 33.00 feet East of the East line of Oates Street; Thence North parallel with said East line, to the North line of Lot Ten (10); Thence West along said North line to the Northwest (NW) Corner of said Lot Ten (10); Thence southeasterly along the West line of said Lot Ten (10), to the Southwest corner thereof; Thence South along the East line of Oates Street to the North line of Fourth Street; Thence East along said North line to the Point of Beginning,

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; and c. any easements of record for public utilities, roads and highways; (the "Real Estate") upon the following terms and conditions:

Section 1. **PRICE.** The total purchase price for the Real Estate is One Hundred Sixty-Two Thousand Six Hundred Eighty-Two and 15/100ths Dollars (\$162,682.15) of which One Hundred Sixty-Two Thousand Six Hundred Eighty-Two and 15/100ths Dollars (\$162,682.15) has been paid pursuant to a credit against the purchase price agreed to by the District and City under an Intersection Improvement Agreement Pursuant to Iowa Code Chapter 28E.

Section 2. **INTEREST ON DELINQUENT AMOUNTS.** City shall also pay interest at the rate of 4 percent per annum on any sum reasonably advanced by District to protect its interest in this contract, computed from the date of the delinquency or advance.

Section 3. **REAL ESTATE TAXES.** District shall pay City, or City shall be given credit for, real estate taxes not assessed but accruing from the first day of July prior to the date of possession to the date of possession, and any unpaid real estate taxes actually payable in the fiscal year beginning on that same first day of July as well as in all prior fiscal years. City shall pay all subsequent real estate taxes. Any proration of real estate taxes shall be based upon such taxes for the year currently payable unless the parties state otherwise.

Section 4. **SPECIAL ASSESSMENTS.** The District shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by the City.

Section 5. **POSSESSION / CLOSING.** The District shall give the City possession of the Real Estate upon closing, provided the City is not in default under this contract. Closing shall be within forty-five days of the signing of this Real Estate Contract, unless otherwise agreed by the District and City in writing.

Section 6. **INSURANCE.** The District shall maintain existing insurance upon the Real Estate until the date of possession. The City shall accept insurance proceeds instead of the District replacing or repairing damaged improvements on the Real Estate.

Section 7. **ABSTRACTS AND TITLES.** The District, at its expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract and deliver it to the City for examination. It shall show merchantable title in the District in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the City when the purchase price is paid in full. The District shall pay the costs of any additional abstracting and title work due to any act or omission of the District, including transfers by or the death of the District or its assignees.

Section 8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of the Real Estate and included with such Real Estate at no additional consideration.

Section 9. **DEED.** Upon payment of purchase price, the District shall convey the Real Estate to the City by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the District continuing up to time of delivery of the deed.

Section 10. **REMEDIES OF THE PARTIES.**

a. The City and the District are each entitled to utilize any and all remedies or actions at law or in equity available to them in the event of a breach of this agreement by the other party.

b. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

Section 11. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

Section 12. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the

context.

Section 13. **CERTIFICATION.** The City and the District each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 14. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** The District represents and warrants to the City that the Real Estate is not served by a private sewage disposal system, and there is no known private sewage disposal system on the Real Estate.

Section 15. **COUNCIL AND BOARD APPROVAL.** This contract is subject to and conditioned upon the approval of both the City Council of the City of Storm Lake, Iowa, and the Board of Education of the Storm Lake Community School District. If either such City Council or such Board of Education does not approve this contract, the contract shall be void.

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

Date: _____

ATTEST:

Mayra A. Martinez, City Clerk

STORM LAKE COMMUNITY SCHOOL DISTRICT

By: _____
Peter Steinfeld, President, Board of Education

Date: _____

ATTEST:

Trudy Pedersen, Board Secretary

Exhibit B

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this _____ day of _____, 2020, by and between the Storm Lake Community School District, hereinafter referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, hereinafter referred to as Grantee.

SECTION 1. Grant of Easement. In consideration of the sum of one dollar (\$1.00), the Grantee's construction of certain public improvements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns an easement for the purpose of laying, constructing, operating, inspecting, repairing, restoring, maintaining, replacing, substituting, relocating and removing subsurface and surface storm water management facilities in, through, under, across and on the following-described real estate in Buena Vista County, Iowa:

A PART OF LOTS FIVE THROUGH TEN (5-10) IN BLOCK ONE (1) OF GAHERTY AND PRICHARD'S FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast (SE) Corner of Lot Five (5), Block One (1), in said Gaherty and Prichard's Addition; Thence North along the East line of said Lot Five (5), 25.00 feet; Thence West, parallel with the North line of Fourth Street, to a point 33.00 feet East of the East line of Oates Street; Thence North parallel with said East line, to the North line of Lot Ten (10); Thence West along said North line to the Northwest (NW) Corner of said Lot Ten (10); Thence southeasterly along the West line of said Lot Ten (10), to the Southwest corner thereof; Thence South along the East line of Oates Street to the North line of Fourth Street; Thence East along said North line to the Point of Beginning,

The real estate subject to the easement is referred to below as the Easement Area. Grantee may, but is not required to, fence all or part of the Easement Area and, if Grantee elects, to secure such fence with locks, to protect or preserve the storm water management facilities.

SECTION 2. **Term.** The rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns until the Grantee acquires title to the Real Estate from Grantor pursuant to a separate agreement between Grantor and Grantee.

SECTION 3. **Additional Rights of Grantee.** Grantee shall have the rights of ingress and egress to and from the Easement Area for any purpose necessary to the exercise by Grantee of the rights granted herein.

SECTION 4. **Rights of Grantor.** Grantor reserves the right to use and enjoy the Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Easement Area or to fence the whole or any part thereof. Grantee must have access to the Easement Area at all times. Grantor shall not drive or park any vehicle on the Easement Area or knowingly permit or allow others, except Grantee, to do so.

SECTION 5. **Treatment and Restoration of Surface.** Grantee shall leave the Easement Area free of any piles of dirt and shall plant and grow native vegetation in the Easement Area. If and when the said storm water management facilities are no longer used or maintained by Grantee, Grantee shall restore the surface of the Easement Area as near to its condition immediately before the construction and installation of the bioreactor as may be possible unless Grantee has acquired title before the cessation of the use or maintenance of such facilities.

SECTION 6. **Warranty of Title.** Grantor covenants that Grantor is the owner of the Easement Area and has the right, title and capacity to grant said premises.

SECTION 7. **Effect of Agreement.** This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa, on the day and year first above written.

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

STORM LAKE COMMUNITY
SCHOOL DISTRICT

By: _____
Michael Porsch, Mayor

By: _____
Peter Steinfeld, President of the
Board of Education

ATTEST:

ATTEST:

Mayra A. Martinez, City Clerk

Trudy Pedersen, Secretary of the
Board of Education

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2020, by
Peter Steinfeld and Trudy Pedersen, as President and Secretary of the Board of Education of the
Storm Lake Community School District.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2020,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

Staff Summary

7/6/2020

Agenda Item # 13.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Commercial Garbage Work Session**

BACKGROUND: Concerns have been expressed and complaints received regarding the issue of uncontained trash being blown around in the Central Business District. The issue of garbage and its disposal are concerns; however, it must be remembered that a thriving business district will create both vehicle and pedestrian traffic and the resulting garbage issue. We are fortunate to have the opportunity to address and solve this issue. The Work Session will discuss current City Code and possible amendments to add specific language for commercial collection requirements.

FISCAL IMPACT: N/A

RECOMMENDATION: Move forward as directed with Amendments to City Code for Garbage Storage & Collection

ATTACHMENTS:

Description	Type
□ Narrative	Backup Material

CITY OF STORM LAKE
COMMERCIAL GARBAGE COLLECTION
WORK SESSION
JULY 6, 2020

Overview:

Concerns have been expressed and complaints received regarding the issue of uncontained trash being blown around in the Central Business District. The issue of garbage and its disposal are concerns; however, it must be remembered that a thriving business district will create both vehicle and pedestrian traffic and the resulting garbage issue. We are fortunate to have the opportunity to address and solve this issue.

Current Code:

City Code 3-1 titled Garbage Storage and Collection addresses the requirements now in place. Regarding storage, the Section 3-1-3 Duty to Provide Cans recently updated reads as follows:

Section 3-1-3 Duty To Provide Cans

Except as otherwise provided in this Section 3-1-3, each person who shall store garbage or recyclable materials out of doors on premises owned or occupied by that person or who places garbage out of doors in a place readily accessible to the collector for collection shall provide and use cans suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days. The foregoing shall not be construed as requiring a can of sufficient capacity for the occasional discarded item which is too large for a can if discards of this type are not regularly recurring. All garbage or recyclable materials stored out of doors or placed out of doors for collection, except for the occasional discarded item too large for a can, shall be stored or placed in cans that have a capacity of at least thirty-two (32) gallons. The collector may limit the maximum size of the can provided the limit is not less than thirty-two (32) gallons.

All cans provided shall be kept covered and reasonably clean at all times. They shall be placed in a position readily accessible to the collector outside of buildings but not in alleys or streets; provided, however, that persons storing garbage in commercially zoned districts or residential complexes of 4 or more units may store garbage and recyclable materials discretely on their own property or in the alley in cans or other commercial containers if such cans or containers are stored immediately adjacent to the adjoining building.

A person who places a can in any city-owned street right-of-way adjacent to a public street, for the purpose of garbage collection, shall not do so earlier than 7:00 a.m. on the day preceding the day scheduled for garbage collection for such person's residence and shall cause the can to be removed from such location by 7:00 a.m. on the day following the day scheduled for garbage collection for such person's residence.

City Code 3-1-4 further address accumulation of garbage with the following recently updated language:

Section 3-1-4 Accumulation And Deposit Of Garbage Or Recyclable Materials Prohibited

No person shall permit garbage or recyclable materials to accumulate upon premises owned or occupied by him or her if such accumulation would violate the purpose of this Chapter as set out in 3-1-1 nor shall any person deposit any garbage or recyclable materials upon any other premises except the premises of the Sanitary Disposal Project for Buena Vista County, which is the transfer station and recycling center of the Buena Vista County Solid Waste Commission, unless such person has been authorized by the owner of the premises to deposit such materials there.

In general, it is observed that garbage is often found overflowing the container in which it is placed or it is placed for collection without being in a covered container. Adding language to the City Code to include an appropriate container and an appropriate number of collection days per week could assist with solving the current issue.

Other Related Code:

The City's Property Maintenance Code 5-1 provides an avenue for addressing garbage as well. An excerpt of current Code language follows:

Section 5-10-7 Maintenance Standards

(B) MAINTENANCE OF PREMISES. Each and every premise shall be kept free of all nuisances, health, safety, and fire hazards, unsanitary conditions, and infestation. It shall be the duty of the responsible party to keep the premises free of all said conditions and to promptly remove and abate same, which include but are not limited to the following declared nuisances:

2. No person shall permit garbage or recyclable materials to accumulate longer than a garbage collection cycle upon premises owned or occupied by him or her if such accumulation would violate the purpose of this Chapter as set out in City Code 3-1-1 nor shall any person deposit any garbage or recyclable materials upon any other premises except the County Landfill unless such person has been authorized by the owner of the premises to deposit such materials there.

Recommended Direction:

Updates to City Code 3-1 could be considered to include specific definition of commercial entities. In addition, language could be drafted to address the appropriate container sizes, number of pickups per week and that containers must have a lid that will close containing the garbage placed inside. As each business generates varying amounts of garbage, language in the Code should not be specific but allow flexibility in container size and number of weekly pickups. Non-compliance through observation of inadequate containers will likely be clearly seen.

Questions and Discussion:

Staff Summary

7/6/2020

Agenda Item # 14.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
1. None at this time

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:
1. None at this time

Staff Summary

7/6/2020

Agenda Item # 15.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Hearing to Appeal City Manager's Decision Determining a Certain German Shepard Dog to be a Vicious Animal Pursuant to Section 8-9-7 of the Storm Lake, Iowa Code**

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description	Type
City Code Section 8-9	Policy

Chapter 8-9

DANGEROUS AND VICIOUS ANIMALS

Sections:

8-9-1	Definitions
8-9-2	Keeping Of Dangerous Animals Prohibited
8-9-3	Dangerous Animal Exceptions
8-9-4	Seizure, Impoundment And Disposition Of Dangerous Animals
8-9-5	Keeping Of Vicious Animals Prohibited
8-9-6	Vicious Animal Exception
8-9-7	Seizure, Impoundment And Disposition Of Vicious Animals
8-9-8	Restrictions Of Keeping Of Potentially Vicious Animals
8-9-9	Complaint, Procedures And Restrictions Of Potentially Vicious Animals

Section 8-9-1 Definitions

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this Chapter, have the meanings in this Section:

(A) "DANGEROUS ANIMAL":

1. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so;
2. Any animals declared to be dangerous by the Board of Health of the County or the City Administrator or his/her designee;
3. The following animals which shall be deemed to be dangerous animals per se:

Lions,tigers, jaguars, leopards, cougars, lynx and bobcats;

Wolves, coyotes and foxes;

Badgers, wolverines, weasels, skunks and mink;

Raccoons;

Bears;

Monkeys and chimpanzees;

Bats;

Alligators and crocodiles;

Scorpions;

Snakes that are venomous or constrictors;

Gila monsters;

(B) "POTENTIALLY VICIOUS ANIMAL": Any animal, except for a dangerous animal per se, as listed above, which:

1. When unprovoked, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack, or
2. With a known propensity, tendency or disposition to attack unprovoked, to cause injury, or to

otherwise threaten the safety of human beings or domestic animals.

(C) "VICIOUS ANIMAL": Any animal, except for a dangerous animal per se as listed above which:

1. Has inflicted serious injury on a human being unless the animal was on its owner's premises and either
 - a. The animal was being provoked, teased or tormented; or
 - b. The victim was trespassing and was more than seven (7) years of age; or
2. Has attacked, and killed or caused disabling injury to other domestic animal without provocation while off the owner's premises; or
3. Is owned or harbored primarily or in part for the purpose of fighting in contests or any animal trained for such fighting.

As used herein, serious injury includes any one bite which breaks the skin of the victim.

Section 8-9-2 Keeping Of Dangerous Animals Prohibited

No person shall keep, shelter, or harbor any dangerous animal as a pet, nor act as a temporary custodian for such animal, nor keep, shelter, or harbor such animal for any other purpose or in any other capacity within the City of Storm Lake, except as provided in Section 8-9-3 of this Code.

Section 8-9-3 Dangerous Animal Exceptions

The prohibition contained in Section 8-9-2 of this Code shall not apply to the keeping of dangerous animals in the following circumstances:

(A) The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.

(B) The keeping of dangerous animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.

(C) The keeping of dangerous animals in a bona fide, licensed veterinary hospital for treatment.

(D) The keeping of dangerous animals by a wildlife rescue organization with appropriate permit from the Iowa Conservation Commission.

(E) Any dangerous animals under the jurisdiction of and in the possession of the Iowa Conservation Commission, pursuant to Chapters 481A or 481B of the Iowa Code.

Section 8-9-4 Seizure, Impoundment And Disposition Of Dangerous Animals

(A) In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to person or property, such animal, may, in the discretion of the City Administrator or his/her designee, or the Chief of Police, be destroyed if it cannot be confined or captured. The City of Storm Lake shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

(B) Upon the complaint of any individual that a person is keeping, sheltering, or harboring a dangerous animal on premises in the City of Storm Lake, the City Administrator shall cause the matter to be investigated, and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal in the City, the City Administrator shall order the person named in the complaint to safely remove such animal from the City of Storm Lake, permanently place the animal with an organization or group allowed under Section 8-9- 3 of this Code to possess dangerous animals, or destroy the animal, within three (3) days of the receipt of such order. Such order shall be contained in a notice to remove dangerous animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal, and shall be served personally or by certified mail. Such order and notice to remove dangerous animal shall not be required where such dangerous animal has previously caused serious physical harm or death to any person in which case the City Administrator shall cause the animal to be immediately seized and impounded or killed if seizure or impoundment are not possible without risk of serious physical harm or death to any person.

(C) The order to remove a dangerous animal issued by the City Administrator may be appealed to the City Council. In order to appeal such order, written notice of appeal must be filed with the City Clerk within three (3) days after receipt of the order contained in the notice to remove dangerous animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the City Administrator.

(D) The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing, the City Council may affirm or reverse the order of the City Administrator. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing, or any continued session thereof.

(E) If the City Council affirms the action of the City Administrator, the City Council shall order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such dangerous animal, remove such animal from the City, permanently place such animal with an organization or group allowed under Section 8-9-3 of this Chapter to possess dangerous animals, or destroy it. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the notice of removal. If the original order of the City Administrator is not appealed and is not complied with within three (3) days of its issuance, the City Administrator or his/her designee is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the City Administrator or City Council was issued has not petitioned the Buena Vista County District Court for a review of said order, the City Administrator shall cause the animal to be disposed of by sale, permanently place such animal with an organization or group allowed under Section 8-9-3 of this Chapter to possess dangerous animals, or destroy such animal in a humane manner. Failure to comply with an order of the City Administrator issued pursuant thereto and not appealed, or of the City Council after appeal, shall constitute a Municipal infraction.

Section 8-9-5 Keeping Of Vicious Animals Prohibited

No person shall keep, shelter or harbor for any reason within the City a vicious animal so defined herein, except as provided in Section 8-9-6 of this Code.

Section 8-9-6 Vicious Animal Exception

The prohibition contained in Section 8-9-5 of this Code shall not apply to the keeping of vicious animals in the following circumstances:

(A) Animals under the control of a law enforcement or military agency.

(B) The keeping of guard dogs. However, guard dogs must be kept within a structure of fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of Section 8-9-5 and 8-9-7 of this Code. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "guard dog", "vicious dog", or words of similar importance, and the owner of such premises shall inform the Chief of Police that a guard dog is on duty at such premises.

Section 8-9-7 Seizure, Impoundment And Disposition Of Vicious Animals

(A) The City Administrator or his/her designee, in his/her discretion or upon receipt of a complaint alleging that a particular animal is a vicious animal as defined herein, may initiate proceedings to declare such animal a vicious animal. A hearing on the matter shall be conducted by the City Administrator or his/her designee. The person, firm or corporation owning, keeping, sheltering, or harboring the animal in question shall be given not less than three (3) days written notice of the time and place of said hearing. Said notice shall set forth the description of the animal in question and the basis for the allegation of viciousness. The notice shall also set forth that if the animal is determined to be vicious, the owner will be required to remove it from the City or allow it to be destroyed. The notice shall be served upon any adult residing at the premises where the animal is located, or may be posted on those premises if no adult is present to accept service.

(B) If, after hearing, the City Administrator or his/her designee determines that an animal is vicious, the City Administrator or his/her designee shall order the person, firm, or corporation owning, sheltering, harboring or keeping the animal to remove it from the City, or to cause it to be destroyed in a humane manner. The order shall immediately be served upon the individual or entity against whom issued in the same manner as the notice of hearing. If the order is not complied with within three (3) days of its issuance, the City Administrator or his/her designee is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the individual or entity against whom the order of the City Administrator or his/her designee was issued has not appealed such order to the City Council, the City Administrator or his/her designee shall cause the animal to be destroyed.

(C) The order to remove or destroy vicious animal issued by the City Administrator or his/her designee shall be appealed to the City Council. In order to appeal such order, written notice of appeal must be filed with the City Clerk within three (3) days after receipt of the order to remove or destroy the vicious animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the City Administrator or his/her designee.

(D) The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing, the City Council may affirm or reverse the order of the City Administrator or his/her designee. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing, or any continued session thereof.

(E) If the City Council affirms the action of the City Administrator or his/her designee, the City Council shall order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such vicious animal, shall remove such animal from the City or cause it to be destroyed in a humane manner. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the order to remove or destroy. If the original order of the City Administrator or his/her designee is not appealed and is not complied with within three (3) days or the order of the City Council after appeal is not complied with within three (3) days of its issuance, the City Administrator or his/her designee is authorized to seize and impound such vicious animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the City Administrator or his/her designee and/or the City Council was issued has not petitioned the Buena Vista County District Court for a review of said order, the City Administrator or his designee shall cause the animal to be destroyed in a humane manner.

(F) Failure to comply with an order of the City Administrator or his/her designee issued pursuant hereto and not appealed, or of the City Council after appeal, shall constitute a Municipal infraction.

(G) Any animal found at large which displays vicious tendencies may be processed as a vicious animal pursuant to the foregoing, unless the animal is so vicious that it cannot safely be apprehended, in which case the City Administrator or his/her designee may immediately destroy it.

(H) Any animal which is alleged to be vicious and which is under impoundment or quarantine at the animal shelter shall not be released to the owner, but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner if the animal is determined to be vicious. If the animal is not determined to be vicious, all costs of such impoundment or quarantine shall be paid by the City.

Section 8-9-8 Restrictions Of Keeping Of Potentially Vicious Animals

No person shall keep, shelter or harbor for any reason within the City a potentially vicious animal as defined herein after such animal has been determined to be potentially vicious as provided in Section 8-9-9, unless the terms and conditions imposed by the hearing officer, or the City Council, as appropriate, for keeping such animal within the City have been strictly complied with.

Section 8-9-9 Complaint, Procedures And Restrictions Of Potentially Vicious Animals

(A) The City Administrator, or his/her designee, in his/her discretion or upon receipt of a complaint alleging that a particular animal is a potentially vicious animal as defined herein, may initiate proceedings to declare such animal a potential vicious animal. A hearing on the matter shall be conducted by the Administrator or his/her designee. The person owning, keeping, sheltering or harboring the animal in question shall be given not less than three (3) days written notice of the time and place of said hearing.

Said notice shall set forth the description of the animal in question and the basis for the allegation that the animal is potentially vicious. The notice shall also set forth that if the animal is determined to be potentially vicious, the owner will be required to comply with certain restrictions with regard to the animal and if such restrictions are not followed, the owner will be required to remove it from the City or allow it to be destroyed. The notice shall be served upon an adult residing at the premises where the animal is located or may be posted on those premises if no adult is present to accept service.

(B) If, after hearing, the City Administrator or his/her designee determines that an animal is potentially vicious, the City Administrator or his/her designee may order that the owner comply with some or all of the following restrictions with regard to the animal, as appropriate, as a condition of the animal owner's continued right to maintain the animal within the City limits.

1. The animal may be required to be muzzled at all times when upon public property.
2. The animal may be required to be restrained by a chain leash at all times when the animal is outside the owner's home, and which chain leash should be not more than six feet (6') in length if the animal is on public property.
3. The owner may be required to fence the owner's premises or a portion thereof with chain link or other type fence reasonably calculated to restrain the animal and keep it in good state of repair whenever the animal is outside on the owner's premises.

(C) An order determining an animal to be potentially vicious and imposing restrictions upon the continued existence of that animal within the City limits may be appealed to the same extent and subject to the same procedural requirements and safeguards as are contained in Section 8-9-7 relating to vicious animals.

(D) Failure to comply with an order of the City Administrator or his/her designee issued pursuant hereto and not appealed, or the City Council after appeal, shall constitute a Municipal infraction. Further, failure to comply with regard to a particular animal shall qualify that animal as a vicious animal, notwithstanding the basic definition of vicious animal as contained in Section 8-9-1, and subject the owner and the animal involved to all of the provisions of this Chapter relating to vicious animals.

Staff Summary

7/6/2020

Agenda Item # 16.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Phil Havens, City Attorney

SUBJECT: **Council Decision Regarding the Appeal on City Manager's Decision for Vicious Animals Pursuant to Section 8-9-7**

BACKGROUND: Council options:

a) a motion to affirm the City Manager's June 25th Decision and Order, approve and adopt the proposed Decision and Order of the City Council affirming the City Manager's Decision and Order, and authorize the Mayor and Clerk to sign the Council's Decision and Order,

OR, if the foregoing motion is not made, seconded or carried,

b) a motion to reverse the June 25th Decision and Order of the City Manager, approve and adopt the proposed Decision reversing the City Manager's Decision and Order, and authorize the Mayor and Clerk to sign such Decision of Council.

FISCAL IMPACT:

RECOMMENDATION: Council Decision

ATTACHMENTS:

Description	Type
☐ Option A - Affirm	Letter
☐ Option B - Reverse	Letter

DECISION AND ORDER OF THE CITY COUNCIL OF STORM LAKE, IOWA ON THE APPEAL OF PAOLA MARILYN ESTUPINIAN PADILLA REGARDING A COMPLAINT ALLEGING HER GERMAN SHEPHERD DOG TO BE A VICIOUS ANIMAL PURSUANT TO SECTION 8-9-7 OF THE STORM LAKE, IOWA CITY CODE

I. PROCEDURAL BACKGROUND

On June 2, 2020, the Storm Lake, Iowa Police Department filed with the City administration a complaint alleging a German Shepherd dog (the “Dog”) owned or controlled by Paola Marilyn Estupinian Padilla (“Padilla”), a Storm Lake resident, to be a “Vicious Animal,” pursuant to Chapter 8-9 of the Storm Lake City Code, based on an incident occurring April 30, 2020. The City Manager held a hearing on the allegation June 22, 2020, after notice of the hearing was personally served on Padilla June 5, 2020. The City presented its evidence at the hearing in support of the allegation. Padilla appeared and also presented evidence at the hearing. On June 25, 2020, the City Manager issued her findings and decision in the matter and ordered Padilla to remove the Dog from the City of Storm Lake, Iowa or cause it to be destroyed in a humane manner, all pursuant to Section 8-9-7(B) of the City Code. The City Manager’s written decision, including her Findings, Decision and Order, was personally served on Padilla June 26, 2020. On June 29, 2020, Padilla filed with the City Clerk a written notice of appeal to the City Council of the decision and order of the City Manager. The notice of appeal was filed within three days of Padilla’s receipt of the City Manager’s Order, as required by Section 8-9-7(C) of the City Code. Hearing on Padilla’s appeal before the City Council was scheduled for July 6, 2020, a date within seven days of the City’s receipt of the appeal as required by Section 8-9-7(D) of the City Code. Notice of the hearing before the City Council on her appeal was personally served on Padilla July 1, 2020.

II. FINDINGS and DECISION OF CITY COUNCIL

On July 6, 2020, a hearing on Padilla’s appeal was held before the City Council regarding the previously-mentioned Vicious Animal complaint. The City Council heard the evidence anew. The City presented evidence in support of the Vicious Animal allegation. Padilla personally appeared at the hearing and presented evidence.

Based on the evidence presented, the City Council FINDS as follows:

1. At all times material to the allegation, Paola Marilyn Estupinian Padilla owned or controlled a Dog and kept the Dog at her residence located at 820 Lake Avenue, Storm Lake, Iowa. She is currently keeping, sheltering or harboring the Dog.
2. On April 30, 2020, Alex Cuelliar, then six years old, was playing in the yard at 820 Lake Avenue, Storm Lake, Iowa with Padilla’s son.
3. At the time Alex Cuelliar was playing in such yard, the Dog owned or controlled by Padilla was being kept in a small fenced area in the same yard. The Dog jumped the fence, ran a short distance to Alex Cuelliar’s location, and bit Alex Cuelliar in two locations on his head.

4. Both dog bites broke the skin of Alex Cuelliar's head. Alex Cuelliar received treatment for the wounds at Buena Vista Regional Medical Center. Medical staples were required to close the wounds caused by the dog bites.

5. No person or animal had provoked, teased or tormented the Dog immediately before it attacked Alex Cuelliar and bit him.

The City Council further finds, determines, and concludes that the Dog owned or under the control of Padilla is a "Vicious Animal," as defined in Section 8-9-1(C) of the Storm Lake, Iowa City Code. The City Council, therefore, AFFIRMS the decision and order of the City Manager.

III. ORDER

Pursuant to Section 8-9-7(E) of the City Code, Paola Marilyn Estupinian Padilla is Ordered to remove such German Shepherd dog from the City of Storm Lake, Iowa or cause it to be destroyed in a humane manner. If this Order is not complied with within three (3) days of its service upon Paola Marilyn Estupinian Padilla, the City Manager's designee shall seize the Dog and impound it for seven (7) days as provided by Chapter 8-9 of the Storm Lake, Iowa City Code. If, at the end of the impoundment period, Paola Marilyn Estupinian Padilla has not petitioned the Buena Vista County District Court for a review of this Order, the City Manager or her designee shall cause the Dog to be destroyed.

Date: _____

Michael Porsch, Mayor of the City of Storm Lake, Iowa

ATTEST:

Mayra A. Martinez, City Clerk

Return of Service

STATE OF IOWA)
) SS.
COUNTY OF BUENA VISTA)

The undersigned, being first duly sworn on oath, deposes and states that he or she is a sworn police officer for the City of Storm Lake, Iowa and he or she personally served the **DECISION AND ORDER OF THE CITY COUNCIL OF STORM LAKE, IOWA ON THE APPEAL OF PAOLA MARILYN ESTUPINIAN PADILLA REGARDING A COMPLAINT ALLEGING HER GERMAN SHEPHERD DOG TO BE A VICIOUS ANIMAL PURSUANT TO SECTION 8-9-7 OF THE STORM LAKE, IOWA CITY CODE**, a true copy of which is attached hereto, upon Paola Marilyn Estupinian Padilla at _____, Storm Lake, IA50588 on the ____ day of _____, 2020.

Dated the _____ day of _____ 2020.

[Serving Officer's signature:] _____
 _____ [print name of officer]

Subscribed and sworn to before me, a notary public, by _____
[name of Serving Officer]

on the _____ day of _____, 2020.

Notary Public for the State of Iowa

DECISION OF THE CITY COUNCIL OF STORM LAKE, IOWA ON THE APPEAL OF PAOLA MARILYN ESTUPINIAN PADILLA REGARDING A COMPLAINT ALLEGING HER GERMAN SHEPHERD DOG TO BE A VICIOUS ANIMAL PURSUANT TO SECTION 8-9-7 OF THE STORM LAKE, IOWA CITY CODE

I. PROCEDURAL BACKGROUND

On June 2, 2020, the Storm Lake, Iowa Police Department filed with the City administration a complaint alleging a German Shepherd dog (the “Dog”) owned or controlled by Paola Marilyn Estupinian Padilla (“Padilla”), a Storm Lake resident, to be a “Vicious Animal,” pursuant to Chapter 8-9 of the Storm Lake City Code, based on an incident occurring April 30, 2020. The City Manager held a hearing on the allegation June 22, 2020, after notice of the hearing was personally served on Padilla June 5, 2020. The City presented its evidence at the hearing in support of the allegation. Padilla appeared and also presented evidence at the hearing. On June 25, 2020, the City Manager issued her findings and decision in the matter and ordered Padilla to remove the Dog from the City of Storm Lake, Iowa or cause it to be destroyed in a humane manner, all pursuant to Section 8-9-7(B) of the City Code. The City Manager’s written decision, including her Findings, Decision and Order, was personally served on Padilla June 26, 2020. On June 29, 2020, Padilla filed with the City Clerk a written notice of appeal to the City Council of the decision and order of the City Manager. The notice of appeal was filed within three days of Padilla’s receipt of the City Manager’s Order, as required by Section 8-9-7(C) of the City Code. Hearing on Padilla’s appeal before the City Council was scheduled for July 6, 2020, a date within seven days of the City’s receipt of the appeal as required by Section 8-9-7(D) of the City Code. Notice of the hearing before the City Council on her appeal was personally served on Padilla July 1, 2020.

II. FINDINGS and DECISION OF CITY COUNCIL

On July 6, 2020, a hearing on Padilla’s appeal was held before the City Council regarding the previously-mentioned Vicious Animal complaint. The City Council heard the evidence anew. The City presented evidence in support of the Vicious Animal allegation. Padilla personally appeared at the hearing and presented evidence.

Based on the evidence presented, the City Council FINDS that the German Shepherd Dog owned or controlled by Paola Marilyn Estupinian Padilla and currently kept at 820 Lake Avenue, Storm Lake, Iowa, is not a “Vicious Animal,” as defined in Section 8-9-1(C) of the Storm Lake, Iowa City Code.

The City Council, therefore, REVERSES the decision and order of the City Manager issued in this matter June 22, 2020.

Date: _____

Michael Porsch, Mayor of the City of Storm Lake, Iowa

ATTEST:

Mayra A. Martinez, City Clerk