

****AMENDED AGENDA
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 28
Council Chambers, City Hall

September 15, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through September 20, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on September 20, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Stevens, Meyers, Berg, Dalbey, Roe and Mayor Lazio.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 27 on September 1, 2020 as presented.
2. Recommend re-appointments of James R. Jackson and Sandi Tiegs to the Public Safety Advisory Committee, terms to expire 10/1/2023.
3. Approve the appointments of Brittney Bachman and Danielle Leffler to the full-time positions of Communication Specialists for the Ottumwa Police Department, effective September 16, 2020.
4. Approve the promotion of Michael Sieren to Sergeant in the Ottumwa Police Department effective September 21, 2020.
5. Approve the promotion of Jason Parmenter to Lieutenant in the Ottumwa Police Department effective September 21, 2020.
6. Approve the Annual Urban Renewal Report for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/ Pennsylvania Avenue Corridor Urban Renewal Area for the fiscal year of July 2020 through June 2021 for the City of Ottumwa, Iowa.
7. Resolution No. 206-2020, approving the Street Financial Report for the fiscal year of July 2019 through June 2020 for the City of Ottumwa, Iowa.
8. Resolution No. 207-2020, approving the contract, bond, and certificate of insurance for the Milner Multi-Use Trail Project.
9. Beer and/or liquor applications for: Bubba-Q's, 1110 N. Quincy Ave.; Aldi, Inc. #73, 940 Quincy Ave.; Bridge View Center/VenuWorks, 102 Church St.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. RFP – Legal Services Update.

All items on this agenda are subject to discussion and/or action.

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to **three minutes or less**. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Establish fees for Usage of Rodeo Area.

RECOMMENDATION: Approve the fees for usage of the Rodeo Area in the Ottumwa Park.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on Ordinance No. 3176-2020, amending the Code of Ordinances by changing the zoning classification on property located at 1102 Jay, 1104 Jay and 706 Morrell from C-3 Commercial Mixed-Use District to C-1 Neighborhood Commercial District in the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3176-2020, amending the Code of Ordinances by changing the zoning classification on property located at 1102 Jay, 1104 Jay and 706 Morrell from C-3 Commercial Mixed-Use District to C-1 Neighborhood Commercial District in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3176-2020.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3176-2020.

H. RESOLUTIONS:

1. Resolution No. 193-2020, awarding the WPCF Concrete Repairs Project to Hymbaugh Construction of Creston, Iowa, in the amount of \$84,670.

RECOMMENDATION: Pass and adopt Resolution No. 193-2020.

2. Resolution No. 204-2020, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa, totaling \$3,863.40.

RECOMMENDATION: Pass and adopt Resolution No. 204-2020.

3. Resolution No. 205-2020, accepting the proposal from Sparta Waste Services of Urbandale, Iowa for the collection of noncommercial trash, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa beginning July 4, 2021.

RECOMMENDATION: Pass and adopt Resolution No. 205-2020.

4. Resolution No. 208-2020, approving Change Order No. 8 in the amount of \$2,410.42 for the Main Street (Downtown Streetscape) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 208-2020.

5. Resolution No. 209-2020, approving Change Order No. 1 in the amount of \$2,343 and accepting the work as final and complete and approving the final pay request for the 2020 RFP#1 - City Hall Driveway Widening Project.

RECOMMENDATION: Pass and adopt Resolution No. 209-2020.

6. Resolution No. 210-2020, approving the replacement of the Water Pressure Governor and Message Panel on the 2003 American LaFrance Pumper Truck for an estimated price of \$11,125.

RECOMMENDATION: Pass and adopt Resolution No. 210-2020.

7. Resolution No. 212-2020, approving Change Order No. 1 in the amount of \$1,320 and accepting the work as final and complete and approving the final pay request for the 2020 RFP#3 – Sewer Lateral Connection Project.

RECOMMENDATION: Pass and adopt Resolution No. 212-2020.

I. ORDINANCES:

J. PUBLIC FORUM:

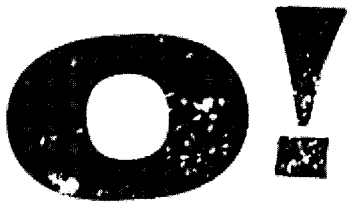
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K. PETITIONS AND COMMUNICATIONS

ADJOURN

***** It is the goal of the City of Ottumwa that all City Council public meetings are accessible to people with disabilities. If you need assistance in participating in City Council meetings due to a disability as defined under the ADA, please call the City Clerk's Office at (641) 683-0621 at least one (1) business day prior to the scheduled meeting to request an accommodation. *****

** AMENDED – removed Resolution Number 197-2020, 198-2020, 199-2020 from Consent Agenda; removed Resolution Number 211-2020 from Public Hearing.



[CITY OF]

OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 9/14/2020 TIME: 11:15 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: ** AMENDED Agenda for the City Council Meeting #28 to be held on 9/15/2020
at 5:30 PM

*** FAX MULTI TX REPORT ***

JOB NO. 2434
DEPT. ID 4717
PGS. 4

TX INCOMPLETE -----

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Ottumwa Courier
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TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 28
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7. Resolution No. 197-2020, setting October 6, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel A, a portion of Wildwood Park, located on West Finley Ave (216 Wildwood).
8. Resolution No. 198-2020, setting October 6, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel B, a portion of Wildwood Park, located on West Finley Ave (218 Wildwood).
9. Resolution No. 199-2020, setting October 6, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel C, a portion of Wildwood Park, located on 1725 West Finley.
10. Resolution No. 206-2020, approving the Street Financial Report for the fiscal year of July 2019 through June 2020 for the City of Ottumwa, Iowa.
11. Resolution No. 207-2020, approving the contract, bond, and certificate of insurance for the Milner Multi-Use Trail Project.
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F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Establish fees for Usage of Rodeo Area.

RECOMMENDATION: Approve the fees for usage of the Rodeo Area in the Ottumwa Park.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the vacate and disposition of City Owned property located at an alley lying between and adjoining Lots 18, 19 and 20 in Highland Park Addition in Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 211-2020, approving the vacate and disposition of an alleyway lying between and adjoining Lots 18, 19 and 20 in Highland Park Addition in Ottumwa, Wapello County, Iowa to Aaron Barnett who owns 1206 West Highland Ave.

RECOMMENDATION: Pass and adopt Resolution No. 211-2020.

2. This is the time, place and date set for a public hearing on Ordinance No. 3176-2020, amending the Code of Ordinances by changing the zoning classification on property located at 1102 Jay, 1104 Jay and 706 Morrell from C-3 Commercial Mixed-Use District to C-1 Neighborhood Commercial District in the City of Ottumwa, Wapello County, Iowa.

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RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3176-2020.
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H. RESOLUTIONS:

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RECOMMENDATION: Pass and adopt Resolution No. 193-2020.

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RECOMMENDATION: Pass and adopt Resolution No. 208-2020.

5. Resolution No. 209-2020, approving Change Order No. 1 in the amount of \$2,343 and accepting the work as final and complete and approving the final pay request for the 2020 RFP#1 - City Hall Driveway Widening Project.

RECOMMENDATION: Pass and adopt Resolution No. 209-2020.

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RECOMMENDATION: Pass and adopt Resolution No. 210-2020.

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RECOMMENDATION: Pass and adopt Resolution No. 212-2020.

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FROM: Christina Reinhard

FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #28 to be held on
9/15/2020

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MEMO: Tentative Agenda for the Regular City Council Meeting #28 to be held on
9/15/2020

OTTUMWA CITY COUNCIL MINUTES Item No. B.-1.

REGULAR MEETING NO. 27
Council Chambers, City Hall

September 1, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tues., March 17, 2020, which has been extended through Sept. 20, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on Sept. 20, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following reqs: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

Present were Council Member Roe, Stevens, Meyers, Berg, Dalbey and Mayor Lazio.

Meyers moved, seconded by Roe to approve the following consent agenda items: Mins. from Regular Mtg. No. 26 on Aug. 18, 2020 as presented; Proclamation of Constitution Wk. to be observed Sept. 17-23, 2020; Canvasser/Solicitor application for Knights of Columbus for the Annual Tootsie Roll Drive at various businesses on Aug. 28-29, 2020; Approve the appointment of Luke Wimsatt to the full-time position of Eng. Aide in the Eng. Dept. effective Aug. 31, 2020; Res. No. 195-2020, setting Sept. 15, 2020 as the date of a public hearing on the proposal to vacate and dispose of a City alley lying between and adjoining lots 18, 19 and 20 in Highland Park, an addition to the City of Ottumwa, Wapello County, IA; Beer and/or liquor applications for: Front Runners, 837 Church St., temp. extended outdoor service area for 9/12-9/13/2020 and 9/19-9/20/2020; all applications pending final inspections. All ayes.

Roe moved, seconded by Dalbey to approve the agenda as presented. All ayes.

City Admin. Roth introduced Ottumwa Schools Supt. McGrory for an update on the start of the school yr. credit to our staff and admin. for a great start; approx. 800 students chose to begin the yr. virtually; we want to keep people updated on our COVID-19 process and will post statistics daily on our website; we are excited to work with the City.

Mayor Lazio discussed our statement and/or pledge of City Council to promote justice and equality for all citizens of Ottumwa. I will refer to Council members on how they want to move forward with this process.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. Dennis Willhoit would like to speak about Item H-5 when it is discussed.

Roe moved, seconded by Berg to authorize the Mayor to sign Agt. and Consent to Lien for Water Service Costs for part of the 200 block of E. Main St. in connection with the Ottumwa Main St. Project (Downtown Streetscape) for water costs at 211 E. Main St. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the Milner St. Multi Use Trail Project. PW Dir. Seals reported the notice to bidders, plan distribution and letting will be handled by the IADOT. Eng. est. \$377,196 for construction of a multi-use trail/safe route to school on Milner St. from Mary north to Richmond Ave. Identified as a connector route in the Ottumwa Bicycle and Pedestrian Plan. No objections were received. Stevens moved, seconded by Dalbey to close the public hearing. All ayes.

Meyers moved, seconded by Roe that Res. No. 190-2020, approving the plans, specifications, form of contract and est. cost for the Milner St. Multi Use Trail Project, be passed and adopted. All ayes.

Roe moved, seconded by Berg that Res. No. 189-2020, Amendment No. 1 to *Our Ottumwa* Comp. Plan, be passed and adopted. Planner Simonson stated three changes include amending celebrating diversity goal three Item A; amending celebrating diversity goal three by adding a new Item F and amending Ch. 4 Natural Resources Floodplain section impact of the levees. All ayes.

Dalbey moved, seconded by Berg that Res. No. 191-2020, awarding Milner St. Multi-Use (Wapello County) Trails Project to TK Concrete of Pella, IA in the amount of \$278,227, be passed and adopted. PW Dir. Seals reported two bids were recd by IA DOT on July 21, 2020; with only one conforming. All ayes.

Meyers moved, seconded by Roe that Res. No. 192-2020, approving Change Order No. 1 in the amount of \$51,625.13 for the CSO, Blake's Branch, Ph. 8, Div. I Project, be passed and adopted. All ayes.

Dalbey moved, seconded by Meyers that Res. No. 194-2020, auth. the Mayor to execute two Easement Agts. for Construction and Maint. of Public Improvements for the CSO, Blake's Branch Ph. 8, Div. 1 Project, be passed and adopted. All ayes.

Berg moved, seconded by Roe that Res. No. 196-2020, approving the Historic Preservation Commission Historic District Signage Program, be passed and adopted. Dennis Willhoit, HPC Chair, presented on the signage program. The City of Ottumwa contains seven historic districts on the National Reg. of Historic Places; all of which will be identified by signs installed to maximize their visual effect. All ayes.

Meyers moved, seconded by Roe that Res. No. 203-2020, authorizing to request reimbursement from the Iowa COVID-19 Government Relief Fund, be passed and adopted. Fin. Dir. Mulder stated the City is eligible for reimbursement of up to \$579,143.65 for expenditures related to the response of the COVID-19 public health emergency from March 1, 2020 – Dec. 30, 2020. All ayes.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. There were none.

There being no further discussion, Mayor Lazio called the meeting to recess at 6:06 P.M. Council will reconvene in Room 108 for closed session proceedings.

REGULAR MEETING NO. 27
Room 108, City Hall

September 1, 2020
6:15 O'Clock P.M.

The meeting reconvened at 6:15 P.M.

Present were Council Member Roe, Stevens, Meyers, Berg, Dalbey and Mayor Lazio.

Roe moved, seconded by Meyers to enter into closed session in accordance with Iowa Code Section 21.5(1)(i). ("To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.") for the purpose of conducting the City Administrator's performance evaluation. All ayes.

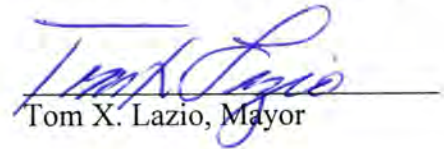
The meeting entered closed session at 6:17 P.M.

Roe moved, seconded by Stevens to return to open session at 6:54 P.M. All ayes.

Roe moved, seconded by Stevens to raise City Admin. Rath's salary by \$6,000 per his employment contract. All ayes.

Meyers moved, seconded by Dalbey that the meeting adjourn. All ayes. Adjournment was at 6:56 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



September 15, 2020

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointments to the Public Safety Advisory Committee, terms to expire 10/01/2023.

James R. Jackson
2621 Marilyn Road

Sandi Tiegs
224 N. Benton

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 15, 2020

Police
Department

Mary Lou Donaldson
Prepared By
Mary Lou Donaldson
Department Head

Phil Rtr
City Administrator Approval

AGENDA TITLE: Approve the appointment of Brittney Bachman to the full-time position of Communication Specialist for the Ottumwa Police Department.

Public hearing required if this box is checked.

** The Proof of Publication for each Public Hearing must be enclosed with the Summary. In the Proof of Publication you must include the location and date of the hearing.

RECOMMENDATION: Approve the of appointment Brittney Bachman to the full-time position of Communication Specialist for the Ottumwa Police Department effective September 16, 2020.

DISCUSSION: The appointment Brittney Bachman of will fill an opening caused by the resignation of Michael Ortega. Bachman is on the current civil service list and this position is included in the 2020/2021 Police Department budget. This appointment is pending test results.

Source of Funds: 001-111-6010

Budgeted Item: Budget Amendment Needed: No

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 15, 2020

Mary Lou Donaldson

Prepared By

Mary Lou Donaldson
Department Head

Police

Department

Ph R

City Administrator Approval

AGENDA TITLE: Approve the appointment of Danielle Leffler to the full-time position of Communication Specialist for the Ottumwa Police Department.

Public hearing required if this box is checked.

The Process Publication for each Public Hearing must be attached to the Staff Summary, along with all documents in that regard, the next week to the Planning Department.

RECOMMENDATION: Approve the appointment of Danielle Leffler to the full-time position of Communication Specialist for the Ottumwa Police Department effective September 16, 2020.

DISCUSSION: The appointment of Danielle Leffler will fill an opening that is due to the promotion of T. J. Millikin. Leffler has a Bachelor of Arts degree from Buena Vista University. She is on the current civil service list and this position is included in the 2020/2021 Police Department budget. This appointment is pending test results.

Source of Funds: 001-111-6010

Budgeted Item: Budget Amendment Needed: No

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 15, 2020

Police
Department

Mary Lou Donaldson
Prepared By
Mary Lou Donaldson
Department Head

Phy Rite

City Administrator Approval

AGENDA TITLE: Approve the Police Department promotion of Michael Sieren to Sergeant effective September 21, 2020.

Public hearing required if this box is checked.

**For each nomination to each position, a staff summary must be prepared. If the position is vacant, the staff summary is not required.

RECOMMENDATION: Approve the promotion of Michael Sieren to Sergeant effective September 21, 2020.

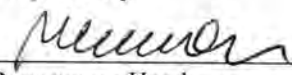
DISCUSSION: Michael Sieren was hired by the Ottumwa Police Department as an officer in 2009. Michael attended Indian Hills Community College. He will fill the Sergeant position currently open due to the promotion of Jason Parmenter. This position is included in the 2020/2021 budget.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 15, 2020

Police
Department

Mary Lou Donaldson
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Approve the Police Department promotion of Jason Parmenter to Lieutenant effective September 21, 2020.

Public hearing required if this box is checked.



The Fiscal Allocation for each Public Meeting must be outlined in the Staff Summary. If the Fiscal Allocation is not attached, the Council will not plan to discuss the agenda.

RECOMMENDATION: Approve the promotion of Jason Parmenter to Lieutenant effective September 21, 2020.

DISCUSSION: Jason Parmenter was hired by the Ottumwa Police Department as an officer in 2000 and promoted to Sergeant in 2007. Jason has a Bachelor of Arts degree from Upper Iowa University. He will fill the Lieutenant position currently open due to the appointment of Chad Farrington to Chief of Police. This position is included in the 2020/2021 budget.

Source of Funds: 001-110-6010

Budgeted Item: Budget Amendment Needed: No

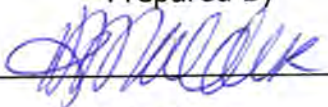
City of Ottumwa

Staff Summary

Council Meeting of: September 15, 2020

2020 SEP 16 AM 8:41
Item No. _____

Finance Department
Department

Kala Mulder
Prepared By

Dept. Head


City Administrator

Agenda Title: Approve the Annual Urban Renewal Report for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/Pennsylvania Avenue Corridor Urban Renewal Area for the fiscal year of July 2020 through June 2021 for the City of Ottumwa, Iowa.



Purpose: Approve the Annual Urban Renewal Report for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/Pennsylvania Avenue Corridor Urban Renewal Area for the fiscal year of July 2020 through June 2021 for the City of Ottumwa, Iowa.

Recommendation: Approve the Annual Urban Renewal Report

Discussion: Effective July 1, 2012 with the passing of House File 2460 each levy authority must file an "Annual Urban Renewal Report" by December 1st of the calendar year for the preceding fiscal year. The report must be approved by Council. Once approved this report will be submitted to the Iowa Department of Management.

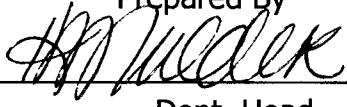
City of Ottumwa

Staff Summary

Council Meeting of: September 15, 2020

Item No. 206-2020

Finance Department
Department

Kala Mulder
Prepared By

Dept. Head


City Administrator

Agenda Title: Resolution No. 206-2020 Approving the Street Financial Report for the fiscal year of July 2019 through June 2020 for the City of Ottumwa, Iowa.



Purpose: Approval of the Street Financial Report for Fiscal Year of July 1, 2019 through June 30, 2020.

Recommendation: Pass and Adopt Resolution No. 206-2020

Discussion: The Street Financial Report shows activity in the Road Use Tax, along with activity in other funds connected with street construction. Iowa statute requires cities to file the Street Financial Report in order to continue receiving Road Use Tax funding. The report will be electronically filed upon approval of the City Council.

RESOLUTION NO. 206-2020

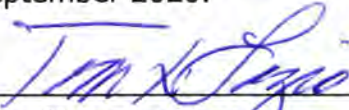
**A RESOLUTION APPROVING THE STREET FINANCIAL REPORT FOR THE
FISCAL YEAR OF JULY 1, 2019 THROUGH JUNE 30, 2020 FOR THE
CITY OF OTTUMWA**

WHEREAS, The statutes of the State of Iowa require that cities file a yearly Financial Report covering Road Use Funds and other street funds, in order to be Eligible for continued road use funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: that;

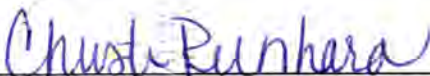
The attached Street Financial Report to the State of Iowa is Hereby Approved for submittal to the Iowa Department of Transportation, Road Use Division.

PASSED AND APPROVED THIS 15th DAY OF September 2020.



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



Street Finance Report for Ottumwa 2020

Project Description	Contract Price	Final Price	Contractor Name
Asphalt Resurfacing	\$1,125,056	\$381,577	Norris Asphalt & Paving Company
2019 Street Crack Repair	\$44,455	\$44,455	Kluesner Construction, Inc.
Sheridan Ave Reconstruction	\$1,355,190	\$1,297,493	FYE Excavating, Inc.
Quiet Zone	\$275,504	\$275,504	FYE Excavating, Inc.
Roundabout Ferry Street	\$765,859	\$775,621	Drish Construction, Inc
Roundabout Ferry Street	\$224,878	\$288,107	DC Concrete & Construction

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$4,321,063	\$3,087,401	\$1,866,466	\$1,179,549		\$10,454,479
Expense		\$3,191,869	\$4,694,308	\$1,291,849	\$2,137,444		\$11,315,470
Revenue		\$3,216,416	\$3,423,029	\$1,291,849	\$839,323		\$8,770,617
Ending Balance		\$4,345,610	\$1,816,122	\$1,866,466	-\$118,572		\$7,909,626

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: September 17, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Harvey Seal
Department Head

Plf Rtt
City Administrator Approval

AGENDA TITLE: Resolution #207-2020. Approving the contract, bond, and certificate of insurance for the Milner Multi-Use Trail Project.

****Public hearing required if this box is checked.****

RECOMMENDATION: Pass and adopt Resolution #207-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with TK Concrete of Pella, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the September 1, 2020 City Council Meeting in the amount of \$278,227.00.

Funding:	\$301,735	TAP
Match	<u>\$ 75,434</u>	Wapello County Trails
	\$377,196	

As-bid:	\$278,227.00	TAP
	\$ 55,645.40	Wapello County Trails

RESOLUTION #207-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE MILNER MULTI-USE TRAIL PROJECT

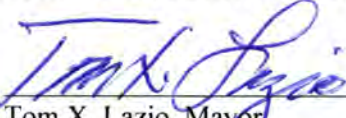
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to TK Concrete of Pella, Iowa in the amount of \$278,227.00 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with TK Concrete of Pella, Iowa for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of September 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk





TKCONCR-01

JBOWLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2020

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

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

PRODUCER License # 1001001193 The Dana Company 12345 University, Ste 300 Des Moines, IA 50325	CONTACT NAME:	
	PHONE (A/C, No, Ext): (515) 224-4391	FAX (A/C, No): (515) 224-4955
	E-MAIL ADDRESS: info@thedanaco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Integrity Mutual Insurance Company	14303
INSURED TK Concrete Inc PO Box 111 Pella, IA 50219	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		<input checked="" type="checkbox"/>	CPP2791628	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2791630	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2791635	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP2791634	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Iowa Department of Transportation and all 99 counties are listed as additional insureds as it pertains to all projects statewide and in all 99 counties.

CERTIFICATE HOLDER

Iowa Department of Transportation and all 99 Counties 800 Lincoln Way Ames, IA 50010
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE



IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

BUSINESS4151

Bond Number: GRIA44195A
 Contract I.D.: 90-5825-648
 County: Wapello

KNOW ALL PERSONS BY THESE PRESENTS: That we,

TK Concrete, Inc.

of

1608 Filfield Road Pella Iowa 50219

(hereinafter called the Principal) and

Granite Re, Inc.

of

14001 Quailbrook Drive Oklahoma City Oklahoma 73134

(hereinafter called the Surety) are held and firmly bound unto the
 City of Ottumwa

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Two Hundred Seventy Eight Thousand Two Hundred Seventy Seven and 00/100 _____ dollars
 (\$ 278,277.00 _____),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

Contract ID: 90-5825-648 - Project No. TAP-U-5825(648)--81-90 - Call Order No. 106 - PCC Sidewalk/
 Trail, on East side of Milner St. from Mary St. north 0.78 mi to Richmond Ave., Ottumwa, Wapello County,
 Iowa

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is 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 is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: GRIA44195A
Contract I.D.: 90-5825-648
County: Wapello

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11 day of August, 20

Tom Lahl
Attorney-in-fact
Pate Bonding, Inc.

By: _____

Title

By: _____

Title

By: _____

Principal

Title

Address: _____

Surety
By: _____

Title
Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of _____ County,
this _____ day of _____,

Signature Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____
(Contracting Authority)
this _____ day of _____,

Signature Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

GRIA44195A

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

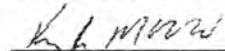
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 28th day of September, 2016.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 28th day of September, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Kathleen E. Carlson
Notary Public

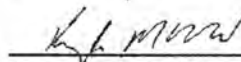
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
11 day of 8, 2020





Kyle P. McDonald, Secretary/Treasurer

CONTRACT

Letting Date: Jul 21, 2020 10:00 A.M.

Contract ID: 90-5825-648

Call Order No.: 106

County: WAPELLO

Project Engineer: CITY OF OTTUMWA, CITY ENGINEER

Cost Center: 849300

Object Code: 890

DBE Commitment: \$18,000.00

Contract Work Type: PCC SIDEWALK/TRAIL

This agreement made and entered by and between the Contracting Authority,

CITY OF OTTUMWA

and Contractor,

TK CONCRETE, INC.

Vendor ID: T.033

City: PELLA

State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 278,227.00 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.



07/28/2020 12:16:20

AASHTOWare Project™ Version 4.3 Revision 023

Page 1 of 4

Contract Project(s)

Contract ID: 90-5825-648

Call Order No.: 106

Letting Date: Jul 21, 2020 10:00 A.M.

Project Number: TAP-U-5825(648)--81-90

County: WAPELLO

Project Work Type: PCC SIDEWALK/TRAIL

Accounting ID: 37005

Location: In the city of Ottumwa On East side of Milner Street from Mary Street north 0.78 Miles to
Richmond Avenue

Route: MILNER STREET

Federal Aid - Predetermined Wages are in Effect



07/28/2020 12:16:20

AASHTOWare Project™ Version 4.3 Revision 023

Page 2 of 4

Contract Time

Contract ID: 90-5825-648

Call Order No.: 106

Letting Date: Jul 21, 2020 10:00 A.M.

Site ID	Site Details			Liquidated Damages
00	Late Start Date	09/28/2020	25 WORK DAYS	\$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit



07/28/2020 12:16:20

AASHTOWare Project™ Version 4.3 Revision 023

Page 3 of 4

Notes

Contracts ID: 90-5825-648

Call Order No.: 106

Letting Date: Jul 21, 2020 10:00 A.M.

Notes :

There are no notes for this contract.



07/28/2020 12:16:20

AASHTOWare Project™ Version 4.3 Revision 023

Page 4 of 4

Contract Addenda

Contract ID: 90-5825-648

Call Order No.: 106

Letting Date: Jul 21, 2020 10:00 A.M.

The following is a list of Contract Addenda:

21JUL106.A01

Contract Specifications List

Contract ID: 90-5825-648

Call Order No.: 106

Letting Date: July 21, 2020 10:00 A.M.

Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
005.15010.01	<p>*** REVISIONS TO GS-15010 ***</p> <p>1102.01, H.</p> <p>Replace the first sentence:</p> <p>For proposals involving only furnishing of materials, granular surfacing, lighting, buildings, asbestos removal, salvage and removal, debris removal, wells, traffic signals, pavement marking, traffic signs, clearing and grubbing, or mowing; the following shall apply in lieu of the above requirements of this article:</p>
500.01	<p>*** WINTER WORK ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.</p>
FHWA-1273.05	<p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS</p>
GS-15010	<p>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</p>

Contract Specifications List

Contract ID: 90-5825-648

Call Order No.: 106

Letting Date: July 21, 2020 10:00 A.M.

IA20-28.0 **PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20200028 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)**

Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.

***** Additional Requirement *****

The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.



Contract Schedule

Contract ID: 90-5825-648

Awarded Vendor: T.033

TK CONCRETE, INC.

SECTION 0001

TRAIL ITEMS

\$278,227.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	472.000 CY	22.50		10,620.00	
0020	2213-6745500 REMOVAL OF CURB	0.540 STA	1,000.00		540.00	
0030	2435-0600010 MANHOLE ADJUSTMENT, MINOR	5.000 EACH	1,500.00		7,500.00	
0040	2511-0302500 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	2,764.700 SY	40.00		110,588.00	
0050	2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	31.120 STA	250.00		7,780.00	
0060	2511-6745900 REMOVAL OF SIDEWALK	249.500 SY	12.00		2,994.00	
0070	2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	209.000 SY	80.00		16,720.00	
0080	2511-7528101 DETECTABLE WARNINGS	69.000 SF	50.00		3,450.00	
0090	2512-1725206 CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.	54.000 LF	37.50		2,025.00	
0100	2515-2475006 DRIVEWAY, P.C. CONCRETE, 6 IN.	309.000 SY	58.00		17,922.00	
0110	2515-6745600 REMOVAL OF PAVED DRIVEWAY	114.200 SY	15.00		1,713.00	
0120	2519-3300600 FENCE, SAFETY	200.000 LF	35.00		7,000.00	



Contract Schedule

Contract ID: 90-5825-648

Awarded Vendor: T.033

TK CONCRETE, INC.

SECTION 0001

TRAIL ITEMS

\$278,227.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	6.000 EACH	750.00		4,500.00	
0140	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			9,500.00	
0150	2528-8445110 TRAFFIC CONTROL	LUMP SUM			17,000.00	
0160	2533-4980005 MOBILIZATION	LUMP SUM			55,500.00	
0170	2602-0000020 SILT FENCE	250.000 LF	7.50		1,875.00	
0180	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	250.000 LF	4.00		1,000.00	
Total Bid:						\$278,227.00

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 1(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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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 1(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 1(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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 the contracting agency for transmission to the State DOT, the FHWA 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 section 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 the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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.

b. Trainees (programs of the USDOL).

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 classification of 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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 contractor, 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 paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

PREDETERMINED WAGE RATE

IA20 - 28.0

**ELECTRICIAN (STREET AND HIGHWAY LIGHTING
AND TRAFFIC SIGNALS)**

ZONE 1, 2, AND 3	25.05	6.80
ZONE 4	23.75	6.80
ZONE 5	21.60	6.80

IRONWORKER: (SETTING OF STRUCTURAL STEEL)

ZONE 1	31.50	10.90
ZONE 2	29.41	10.90
ZONE 3	29.41	11.20
ZONE 4	27.35	9.90
ZONE 5 **	25.50	9.45

LABORER:

ZONE 1, 2, AND 3		
GROUP AA	26.13	9.68
GROUP A	23.75	9.68
GROUP B	21.90	9.68
GROUP C	18.82	9.68
ZONE 4		
GROUP A	21.27	9.08
GROUP B	19.95	9.08
GROUP C	17.07	9.08
ZONE 5		
GROUP A	21.77	7.63
GROUP B	19.27	7.63
GROUP C	18.42	7.63

POWER EQUIPMENT OPERATOR:

ZONE 1		
GROUP A	32.55	14.90
GROUP B	31.00	14.90
GROUP C	28.50	14.90
GROUP D	28.50	14.90
ZONE 2		
GROUP A	31.85	14.90
GROUP B	30.25	14.90
GROUP C	27.70	14.90
GROUP D	27.70	14.90
ZONE 3		
GROUP A	29.70	24.65
GROUP B	27.90	24.65
GROUP C	26.90	24.65
GROUP D	26.90	24.65
ZONE 4		
GROUP A	31.05	12.50
GROUP B	29.91	12.50
GROUP C	27.83	12.50
GROUP D	27.83	12.50

PREDETERMINED WAGE RATE

IA20 - 28.0

ZONE 5

GROUP A	28.02	10.70
GROUP B	26.98	10.70
GROUP C	25.25	10.70
GROUP D	24.25	10.70

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	24.45	11.15
ZONE 2	24.45	11.15
ZONE 3	24.45	11.15
ZONE 4	24.45	6.95
ZONE 5	22.50	6.95

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 nozzleleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; sign erector*; {pipelayer (sewer, water, and conduits); tunnel laborer; Asbestos abatement worker} (Zones 4 and 5).

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;

PREDETERMINED WAGE RATE

IA20 - 28.0

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; sideboom 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 cy); 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 PILEDRIVERMEN, 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.

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 (29 CFR 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, D. C. 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, D. C. 20210

PREDETERMINED WAGE RATE

IA20 - 28.0

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, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Doc Express Document Signing History

Contract: 90-5825-648 Document: BO 106 90-5825-648 200721 CONTRACT

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

Date	Signed By
09/08/2020	Billie Stout TK Concrete, Inc. Digital Signature (Signed by Contractor)
	(Local Public Agency View and Sign Performance Bond)
	(Local Public Agency Signed Contract (by Authorized Signatory))
	(Check by Contracts and Specifications Bureau (DOT))
	(Signed by Contracts and Specifications Bureau (DOT))
	(Marked Completed by Contracts and Specifications Bureau (DOT))

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 15, 2020

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head

GR
City Administrator Approval

AGENDA TITLE: **Establish fees for Usage of Rodeo Area**

 ****Public hearing required if this box is checked.**** ***The Proof of Publication for each Public Hearing must be attached to the Staff Summary. If the Proof of Publication is not attached, the fees will not be placed on the agenda.***

RECOMMENDATION:
Approve the fees for usage of the Rodeo Area in Ottumwa Park

DISCUSSION: The Ottumwa Chamber of Commerce has been holding a Rodeo in Ottumwa Park for the past 3 years on the July 4th weekend. This year, the Rodeo was much larger and became a 2 day event. At their meeting on September 8, 2020, the Ottumwa Parks Advisory Board voted to establish a fee of \$150 per day and a \$100 deposit for the rental and usage of the Rodeo area in Ottumwa Park. If approved, the new fees will go into effect immediately.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 15, 2020

Zach Simonson

Prepared By

Kevin C. Flanagan *KCF*

Department Head

Planning & Development

Department

[Handwritten Signature]

City Administrator Approval

AGENDA TITLE: Ordinance No. 3176-2020, an ordinance amending the Code of Ordinances by changing the zoning classification on property located at 1102 Jay, 1104 Jay and 706 Morrell from C-3 Commercial Mixed-Use District to C-1 Neighborhood Commercial District.

Public hearing required if this box is checked.

RECOMMENDATION: Waive the first and second consideration of Ordinance No. 3176-2020 and pass and adopt Ordinance No. 3176-2020.

DISCUSSION: Currently these properties are existing non-conforming uses as duplex apartments. Because of the intensive commercial uses allowed in a C-3 zone, the C-3 zoning category does not permit duplexes or single-family uses. The owner is pursuing a subdivision and needs to first correct the existing non-conformance. Rezoning from C-3 to C-1 is a downzoning to a less intensive zoning category and will not have adverse effects on the

Source of Funds:

Budgeted Item: Budget Amendment Needed:

surrounding development. The less intensive zoning category is more harmonious with the current use and with the future development of the area.

ORDINANCE NO. 3176-2020

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED AT 1102 JAY, 1104 JAY AND 706 MORRELL FROM C-3 TO C-1 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT:

SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

Parcel A being all of Lot 2 and Lot 3 of Beamer's First Subdivision and part of Lot 3 and Lot 6 in Hackworth and Kellogg's Subdivision, all in the City of Ottumwa, Iowa. Said Parcel A is all of the property described in a Warranty Deed recorded in Book 2018 page 1424, Wapello County Records. Said Parcel A is more particularly described as follows: Beginning at the NE corner of said Lot 3 of Beamer's First Subdivision, thence S 0° 44' 45" E 99.78 feet to the SE corner of said Lot 3; thence N 86° 52' 00" E 74.14 feet along the North line of said Lot 2 of Beamer's First Subdivision to the NE corner thereof; thence S 0° 44' 45" E 107.22 feet to the SE corner thereof; thence S 89° 10' 30" W 115.45 feet along the South line of said Lot 2 to the southwesterly corner thereof; thence N 45° 49' 30" W 93.34 feet along the southwesterly line of said Lot 2 and the southwesterly line of said Lot 3 of Beamer's First Subdivision to the SE corner of said Lot 6 of Hackworth and Kellogg's Subdivision; thence S 89° 15' 15" W 60.00 feet along the South line of said Lot 6; thence N 41° 41' 15" W 109.88 feet to the West line of said Lot 3 of Hackworth and Kellogg's Subdivision; thence N 0° 44' 45" W 49.00 feet to the NW corner of said Lot 3; thence N 89° 15' 15" E 198.00 feet along the North line of said Lot 3 of Hackworth and Kellogg's Subdivision and the North line of said Lot 3 of Beamer's First Subdivision; thence N 80° 48' 20" E 41.92 feet along the northerly line of said Lot 3 of Beamer's First Subdivision to the Point of Beginning. Said Parcel A contains 0.95 acres.

Be and the same is hereby changed from its present zoning classification of "C-3" Commercial Mixed-Use District to "C-1" Neighborhood Commercial District.

SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 3

This ordinance shall be in full force and effect, from and after its passage, adoption and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION 4

When this ordinance is in effect, it shall automatically supplement, amend and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.


Passed on its first consideration on the 15 day of September, 2020.

Passed on its second consideration on the ___ day of waved, 2020.

Requirement of consideration and vote at two prior council meetings suspended on the ___ day of _____, 2020.

Final passage and adoption on the 15 day of September, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

___ No action taken by Mayor.

___ Vetoed this ___ day of _____, 2020.

Tom X. Lazio, Mayor

___ Repassed and adopted over the veto this ___ day of _____, 2020.

___ Veto affirmed this ___ day of _____, 2020 by failure of vote taken to repass.

___ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:



Chris Reinhard, City Clerk



Kurtz Development, Inc

11374 – 140th Street
Ottumwa IA 52501-8656



August 12, 2020

To: City of Ottumwa Planning Commission

RE: Rezoning of the Property at Jay and Morrell

We are in the process of transforming our 3 duplexes into townhomes with a condo association.

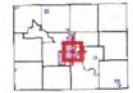
Because the zoning is C-3 we need to rezone to C-1 to get this accomplished.

Thank you for your consideration,

John & Zoe Helgerson
Kurtz Development, Inc.
641.684.4937
641.799.1190



Overview



Legend

- Easements
- Lots
- Parcels**
- <blank>
- <blank>
- Subdivisions
- City Limits
- Lot Symbols
- Misc Symbols
- Parcel Symbols
- Road Symbols
- Right-of-Way Line
- Roads**
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Date created: 8/25/2020
 Last Data Uploaded: 8/24/2020 11:37:28 PM

Developed by **Schneider**
 GEOSPATIAL

NOTICE OF PUBLIC HEARING 9/13/2020

Notice of public hearing on proposed change in zoning classification on certain property located in the City of Ottumwa, Wapello County, Iowa. **TO WHOM IT MAY CONCERN:** Notice is hereby given that the Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday September 15, 2020 at City Hall in the City of Ottumwa, Iowa, in regard to a rezoning request for property located at 1002 Jay, 1104 Jay and 706 Morrell, City of Ottumwa. The Property is zoned C-3 Commercial Mixed-Use District and is legally described as follows: Parcel A being all of Lot 2 and Lot 3 of Beamer's First Subdivision and part of Lot 3 and Lot 6 in Hackworth and Kellogg's Subdivision, all in the City of Ottumwa, Iowa. Said Parcel A is all of the property described in a Warranty Deed recorded in Book 2018 page 1424, Wapello County Records. Said Parcel A is more particularly described as follows: Beginning at the NE corner of said Lot 3 of Beamer's First Subdivision, thence S 0° 44' 45" E 99.78 feet to the SE corner of said Lot 3; thence N 86° 52' 00" E 74.14 feet along the North line of said Lot 2 of Beamer's First Subdivision to the NE corner thereof; thence S 0° 44' 45" E 107.22 feet to the SE corner thereof; thence S 89° 10' 30" W 115.45 feet along the South line of said Lot 2 to the southwesterly corner thereof; thence N 45° 49' 30" W 93.34 feet along the southwesterly line of said Lot 2 and the southwesterly line of said Lot 3 of Beamer's First Subdivision to the SE corner of said Lot 6 of Hackworth and Kellogg's Subdivision; thence S 89° 15' 15" W 60.00 feet along the South line of said Lot 6; thence N 41° 41' 15" W 109.88 feet to the West line of said Lot 3 of Hackworth and Kellogg's Subdivision; thence N 0° 44' 45" W 49.00 feet to the NW corner of said Lot 3; thence N 89° 15' 15" E 198.00 feet along the North line of said Lot 3 of Hackworth and Kellogg's Subdivision and the North line of said Lot 3 of Beamer's First Subdivision; thence N 80° 48' 20" E 41.92 feet along the northerly line of said Lot 3 of Beamer's First Subdivision to the Point of Beginning. Said Parcel A contains 0.95 acres. The applicant requests a zoning change of the parcel from its present zoning of C-3 Commercial Mixed-Use District to C-1 Neighborhood Commercial District. Said change will correct existing non-conforming use and facilitate placing the property into a horizontal property regime. All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification. **FOR THE OTTUMWA CITY COUNCIL**
Chris Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

SEP 15 2020 10 2:03

Council Meeting of: September 15, 2020

Alicia Bankson

Prepared By

Darryl Seals
Department Head

Engineering Department
Department

R. J. Pitt

City Administrator Approval

AGENDA TITLE: Resolution #193-2020. Awarding the contract for the WPCF Concrete Repairs Project.

Public hearing required if this box is checked.

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution #193-2020.

DISCUSSION: This project consists of the removal of all deteriorated concrete and replacing with new horizontal and vertical or overhead concrete repairs found in the Primary Clarifier and the VLR Aeration Basins. The \$90,000.00 budgeted amount was based on observations when the basins were filled. At the time of design, additional inspection was performed with the basins drained and a more detailed account of the repairs were noted. This is a unit priced contract where the scope can be adjusted and prioritized to meet the available funding.

Bids were received and opened by the City of Ottumwa on August 26, 2020 at 2:00 p.m. Ten (10) contractors and Master Builders of Iowa were notified of the project. Four (4) bids were received. The low bidder is Hymbaugh Construction of Creston, Iowa. Staff researched past projects provided by the contractor and sought references from the IDNR and Army Corp of Engineers. Based upon this research and along with submission of the proper bond, staff recommends awarding the contract based on Hymbaugh Construction being the low responsible bidder in the amount of \$84,680.00. The original bid amount of \$84,670.00 included a mathematical error resulting in the actual award amount.

Engineer's Opinion of Cost: \$124,760.00 (Based on Unit Pricing)

Funding: \$90,000.00 WPCF Fund Balance

Bid Submission, Plan Holders List and Bid Tab are attached.

RESOLUTION #193-2020

A RESOLUTION AWARDING THE CONTRACT FOR THE WPCF CONCRETE
REPAIRS PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Hymbaugh Construction of Creston, Iowa in the amount of \$84,680.00.

APPROVED, PASSED, AND ADOPTED, this 15th day of September 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



WPCF - CONCRETE REPAIRS 2020
 Bid Tabulation
 August 26, 2020 2:00 PM

Water Pollution Control - Concrete Repairs 2020																	
8/26/2020																	
ITEM	DESCRIPTION	UNIT	QTY	Engineer's Opinion of Cost		Hymbaugh Construction		Vector Construction		Minturn, Inc.		Tricon					
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION				
1	Horizontal Slab Repair	SF	78	\$ 75.00	\$5,850.00	\$ 100.00	\$7,800.00	\$45.00	\$3,510.00	\$ 125.00	\$9,750.00	\$ 140.00	\$10,920.00				
2	Shallow Vertical or Overhead Repair	SF	89	\$ 100.00	\$8,900.00	\$ 100.00	\$8,900.00	\$60.00	\$5,340.00	\$ 165.00	\$14,685.00	\$ 180.00	\$16,020.00				
3	Regular Vertical or Overhead Repair	SF	638	\$ 120.00	\$76,560.00	\$ 60.00	\$38,280.00	\$125.00	\$79,750.00	\$ 165.00	\$105,270.00	\$ 240.00	\$153,120.00				
4	Crack Repair by Epoxy Injection	LF	148	\$ 75.00	\$11,100.00	\$ 100.00	\$14,800.00	\$50.00	\$7,400.00	\$ 90.00	\$13,320.00	\$ 75.00	\$11,100.00				
5	Watproof Coating For Concrete Repairs	SF	1490	\$ 15.00	\$22,350.00	\$ 10.00	\$14,900.00	\$5.00	\$7,450.00	\$ 3.50	\$5,215.00	\$ 8.00	\$11,920.00				
					\$124,760.00			\$84,680.00			\$103,450.00			\$148,240.00			\$203,080.00
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AUGUST 26, 2020 AT 2:00 P.M. BY: Dwight L. Dohman, P.E.																	

PLAN HOLDERS LIST

**WPCF - Concrete Repairs
Ottumwa, Iowa 52501**

Engineer's Estimate: \$124,760.00

Bids Received:

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	Minturn, Inc. PO Box 369 Brooklyn, IA 52211 estimating@minturninc.com	641-455-0331	City Website 8/7/2020			
2	Lejas Corporation 6202 Maple Avenue, Suite 127 Tempe, AZ 85283 rringleb@lejascorp.com	480-775-1152	City Website 8/9/2020			
3	Tricon Construction 2245 Kerper Blvd, Suite 2 Dubuque, IA 52001 tricon@triconcg.com	563-588-9516	City Website 8/10/2020			
4	Proshot Concrete, Inc. 4158 Musgrove Road Florence, AL 35630 patm@proshotconcrete.com	256-764-5941	City Website 8/14/2020			
5	Vector Construction 250 41st Ave Dr SW Cedar Rapids IA 52404 kylek@vector-construction.com	319-364-5355	City Website 8/19/2020			
6	AIA Sandblasting (Iowa) 334 Main St SW Menahga, MN 56464 iowablaster@yahoo.com	319-450-4510	Emailed 8/19/2020			
7	Drish Construction 1701 S Main St Fairfield, IA 52556 dayle.drish@gmail.com	641-472-9506	City Website 8/19/2020			
8	Tricon General Construction Inc 2245 Kerper Blvd, Suite 2 Dubuque, IA 52001 cindygotto@triconcg.com	563-588-9516	City Website 8/20/2020			
9	Concrete and Masonry Restoration 7290 N Teutonia Ave Milwaukee, WI 53209 thoffmaster@cmscmr.com	608-509-5521	City Website 8/20/2020			
10	Western Specialty Contractors 1829 Industrial Circile West Des Moines, IA 50265 adamd@westerngroup.com	515-225-8240	City Website 8/21/2020			
11	SEC South East Construction 9185 Lincoln Ave Clive, IA 50325 iowastate@usa.com	515-500-4021	City Website 8/22/2020			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	8/5/2020			

SECTION 00310
BID PROPOSAL FORM

WATER POLLUTION CONTROL CONCRETE REPAIRS
OTTUMWA, IOWA

8-26, 2020

Ms. Christina Reinhard, City Clerk
City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

Dear Madam,

We the undersigned, doing business as * Hymbaugh Construction, and hereinafter known as the Bidder, have examined the Contract Drawings and Project Manual with related documents and the site of the proposed work, and are familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to enter into an agreement with the City of Ottumwa, Iowa, to furnish all labor, materials, equipment, skills and facilities for the complete construction of **"Water Pollution Control Concrete Repairs - Ottumwa, Iowa"** within the time set forth herein, all in accordance with the drawings and specifications and addenda thereto, as prepared by the City Engineering Department of Ottumwa, Iowa, excluding State Sales Tax and Local Option Sales Tax for the TOTAL BID PRICE:

eighty four thousand six hundred seventy +
no/100 (\$ 84,670⁰⁰)

- Insert "a corporation", "a partnership", or "an individual" as applicable.

Hymbaugh Construction
Contractor

James E. Hymbaugh
Title owner

Address 821 Quiet Harbor

City, State, Zip Creston IA 50801

Telephone #: 641 340 0232

SCHEDULE OF PRICES

**WATER POLLUTION CONTROL CONCRETE REPAIRS
OTTUMWA, IOWA**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1.	Horizontal Slab Repair	78 SF	\$ 100	\$ 7,800
2.	Shallow Vertical or Overhead Repair	89 SF	\$ 100	\$ 8,900
3.	Regular Vertical or Overhead Repair	638 SF	\$ 60	\$ 38,280
4.	Crack Repair by Epoxy Injection	148 LF	\$ 100	\$ 14,800
5.	Waterproof Coating for Concrete Repairs	1,490 SF	\$ 10	\$ 14,890
			TOTAL \$	84,670 ⁰⁰

NOTE: Estimated quantities are for bidding purposes only and do not in anyway limit or guarantee to the successful bidder that the quantities will be the amount of work available. Actual quantity awarded is subject to availability of funding and council approval.

AWARD OF CONTRACT

The City will review each bid section and decide whether to award all or part of the work based on the Bid Proposal Form submitted.

This Bid Proposal Form is submitted after careful study of the Contract Drawings and Project Manual and from personal knowledge of the conditions to be encountered at the construction site which knowledge was obtained from the undersigned's own sources of information and not from any official or employee of the City of Ottumwa, Iowa.

By submission of this Bid Proposal Form, the Bidder certifies, and in the case of a joint Bid Proposal form, each party thereto certifies, that this Bid Proposal form has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal Form with any other Bidder or with any competitor.

If a discrepancy appears between the written and the numerical, the written works will be used as the quoted price. If an error appears in an extension or the addition of terms, the corrected extension or total of the parts shall govern.

BID SECURITY

Accompanying this Bid Proposal Form is a cash deposit, cashier's check, certified check drawn on a bank in Iowa, or share draft drawn on an Iowa credit union, or Bidder's Bond in the amount of: 10% of eighty four thousand six hundred seventy

eight thousand four hundred sixty seven Dollars
(\$ 8467.⁰⁰)

Drawn to the order of the City of Ottumwa, Iowa with the understanding that if this Bid Proposal Form is accepted and the undersigned refuses, fails or neglects to execute a contract and furnish said bonds and insurance certificates within ten (10) days of date of acceptance, said bid security shall be liquidated damages occasioned by such failure and thereupon said City shall realize said bid security and use the proceeds in payment of incurred damages and upon further understanding that said bid security will be promptly returned upon the rejection of this Bid Proposal Form.

COMPLETION TIME, LIQUIDATED DAMAGES

If this Bid Proposal Form is accepted and Contract awarded, the Bidder agrees to the following completion times based upon the Notice to Proceed, all subject to the provisions of the Contract Documents.

The work under the proposed contract shall be commenced within fifteen (15) calendar days after the issuance of the "Notice to Proceed". Failure to meet said requirements will result in liquidated damages of **\$200.00 per working day**.

ADDENDUM RECEIPTS

Receipt of the following addenda to the Specifications is acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The foregoing prices are the basis upon which the undersigned will accept the contract and thereafter complete the work.

price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employers, or parties in interest including this affiant, or by any employee or official of the City of Ottumwa, Iowa.

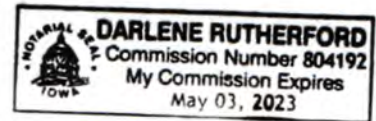
Signed: James Hymberg

Title: owner

Subscribed and sworn to me by James Hymberg before me this 24th day of August, 2020.

Darlene Rutherford

Notary Public in and for Union County, Iowa.



CITY OF OTTUMWA
Staff Summary

2020 SEP -3 PM 8:07

**** ACTION ITEM ****

Council Meeting of: Sep 15, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 204 - 2020, a resolution by the Ottumwa City Council fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa

****Public hearing required if this box is checked.****

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 204 - 2020

DISCUSSION: The City abated nuisances at the properties on this resolution. All property owners were billed for the abatement costs and the costs on this resolution remain unpaid and will be assessed against the property. Total costs listed on this resolution are \$3,863.40.

Source of Funds: 001-3-341-6499

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 204 – 2020

A RESOLUTION BY THE OTTUMWA CITY COUNCIL FIXING AN AMOUNT FOR ABATING A NUISANCE AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA

WHEREAS, the nuisances existing on properties located at 1405 Albia Road, 919 Boone Street, 538 Minnesota, 615 S. Ransom and 250 S. Ward were abated by the City of Ottumwa; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

WHEREAS, said costs are as follows:

1. 1405 Albia Road – legal description - A part of the South half of the Northwest Quarter of Section 26, Township 72 North, Range 14 West of the 5th P. M. in the City of Ottumwa, Wapello County, Iowa described as follows: Commencing at the Northwest corner of Lot 7, Block 4, West Ottumwa Addition to the City of Ottumwa, thence West 50 feet, thence South along the West line of Johnson Avenue 150 feet to the point of beginning, thence South along the West line of Johnson Avenue 433. 15 feet to the North line of Albia Road, thence West along the North line of Albia Road 342 feet, thence North 0° 05' West 216. 9 feet, thence North 79° 34' West 265. 82 feet, thence North 27° 48' West 60.67 feet, thence North 45° 26' East 82. 85 feet, thence North 44° 52' West 65 feet, thence South 78° 21' West 81. 1 feet, thence North 22° 52' West 216.3 feet, thence North 25. 0 feet, thence East 117.0 feet, thence South 25. 0 feet, thence East 95 feet, thence South 6° 53' East 97. 3 feet, thence South 60° 45' East 119.63 feet, thence South 86° 52' East 112. 56 feet, thence North 0° 08' East 11. 2 feet, thence East 341. 7 feet to the point of beginning, owners Neil and Diane Ferguson and the nuisance abatement costs are \$2,339.27 – Parcel # 007417540256000

2. 919 Boone- legal description – Lot 11 Block 11 in Clinton Place Addition to the City of Ottumwa, Wapello County, Iowa, owner Trishana McIntosh and the nuisance abatement costs are \$364.25 – Parcel #007416280149000.

3. 528 Minnesota – legal description – Lot 112 Williams Park Addition to the City of Ottumwa, Wapello County, Iowa, owners Jessica and David Halstead and the nuisance abatement costs are \$364.25 – Parcel #007417310107000.

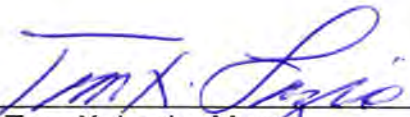
4. 615 S. Ransom – legal description – Lot 87 in Jefferson Park Addition to the City of Ottumwa, Wapello County, Iowa, owner Gary M. Short and the nuisance abatement costs are \$431.38 – Parcel #007416590086000.

5. 250 S. Ward – legal description – The South 41 ¼ feet of the West Half of the South Half of Lot 15 in M.M. Williams Addition to the City of Ottumwa, Wapello County, Iowa, owner Roy E. Henry and the nuisance abatement costs are \$364.25 – Parcel #007417330016000.

NOW, THEREFORE BE IT RESOLVED THAT the foregoing amounts are assessed against the respective properties as set forth hereinabove.


Passed and adopted this 15th day of September 2020.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk




CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 15, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan 
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 205 - 2020, a resolution accepting the proposal from Sparta Waste Services of Urbandale, Iowa for the collection of noncommercial trash, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa beginning July 4, 2021

****Public hearing required if this box is checked.****

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Approve, pass and adopt Resolution No. 205 - 2020

DISCUSSION: The City Council authorized the solicitation of proposals for a ten year collection contract, with a possible 5 year extension, on June 16, 2020. A pre-bid meeting was held July 9, 2020 and four companies attended in person and one company submitted questions electronically. On August 25, 2020, the City Clerk opened proposals from two companies, Bridge City Sanitation and Sparta Waste Services. An evaluation committee met on September 2nd to interview the companies. Committee members evaluated proposals based upon contractors qualifications and experience, how well contractors seemed to understand Ottumwa's

collection program, the contractor's methodology for providing service, how contractors would address missed collections and help provide customers information on Ottumwa's refuse and recycling programs and on their proposed rates. Points were assigned to each contractor for all these areas by each evaluator, and then all of the evaluator's points were added together for a final contractor points total. Sparta Waste Services had a total of 556 points and Bridge City Sanitation had a total of 414 points. Evaluators were impressed with the thoroughness of Sparta's proposal and the many positive comments from Sparta's references. Sparta's proposed rate will cost customers less over the life of the contract. Staff recommends accepting Sparta's proposal. If Council approves this step, a contract will be prepared and brought to the Council for approval, along with the bond and certificate of insurance. The contract will begin July 4, 2021.

RESOLUTION NO. 205 - 2020

A RESOLUTION ACCEPTING THE PROPOSAL FROM SPARTA WASTE SERVICES OF URBANDALE, IOWA FOR COLLECTION OF NONCOMMERCIAL REFUSE, RECYCLABLES, BULKY ITEMS AND YARD WASTE IN THE CITY OF OTTUMWA

WHEREAS, the City Council did advertise and accept proposals for collection services, which includes noncommercial refuse, recyclables, bulky items and yard waste for city customers for a period of ten years; and

WHEREAS, the City Council on July 21, 2020 approved the evaluation committee and the criteria to be used to evaluate all proposals submitted; and

WHEREAS, in the opinion of the evaluation committee, Sparta Waste Services of Urbandale, Iowa submitted the best proposal for collection services for city customers.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT:

The Ottumwa City Council accepts the proposal for noncommercial refuse, recycling, bulky items and yard waste collection for city customers from Sparta Waste Services of Urbandale, Iowa for a period of ten years commencing July 4, 2021 through June 28, 2031.

APPROVED, PASSED AND ADOPTED, this 15th day of September 2021.

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

****MOTION made by Roe, Seconded by Meyers to table this item and possibly schedule a public meeting in which we can have further discussion on this item and make a more knowledgeable decision on it. Vote Taken Ayes: Stevens, Meyers, Berg, Dalbey, Roe. Nays: None. Motion to table carries 5-0.**

Master Evaluation Form	TOTAL POINTS FROM EACH EVALUATOR	Phil	Kala	Kevin	Zach	Janice	Chris
BRIDGE CITY SANITATION		67	60	75	76	61	75
SPARTA WASTE SERVICES		88	90	95	88	95	100
			Bridge City Sanitation Total Points	414			
			Sparta Waste Services Total Points	556			
COMMENTS							

Company	Rate	Admin Costs	Regular Rate	Annual Cost for 8,100 customers	Discount Rate	Annual Cost for 1,000 customers	Company	Rate	Admin Costs	Regular Rate	Annual Cost for 8,100 customers	Discount rate	Annual Cost for 1,000 customers
Sparta	\$17.37	\$2.70	20.27*	\$1,970,244	18.27*	\$219,240	BCS	\$16.00	\$2.70	\$19.51	\$1,896,372	\$17.51	\$210,120
	\$17.47	\$2.70	\$20.27	\$1,970,244	\$18.27	\$219,240		\$16.48	\$2.70	\$19.51	\$1,896,372	\$17.51	\$210,120
	\$17.57	\$2.70	\$20.27	\$1,970,244	\$18.27	\$219,240		\$16.81	\$2.70	\$19.51	\$1,896,372	\$17.51	\$210,120
	\$17.67	\$3.00	\$21.00	\$2,041,200	\$19.00	\$228,000		\$17.31	\$3.00	\$21.20	\$2,060,640	\$19.20	\$230,400
	\$17.77	\$3.00	\$21.00	\$2,041,200	\$19.00	\$228,000		\$17.66	\$3.00	\$21.20	\$2,060,640	\$19.20	\$230,400
	\$17.87	\$3.00	\$21.00	\$2,041,200	\$19.00	\$228,000		\$18.19	\$3.00	\$21.20	\$2,060,640	\$19.20	\$230,400
	\$17.97	\$3.30	\$21.50	\$2,089,800	\$19.50	\$234,000		\$18.55	\$3.30	\$22.80	\$2,216,160	\$20.80	\$249,600
	\$18.08	\$3.30	\$21.50	\$2,089,800	\$19.50	\$234,000		\$19.11	\$3.30	\$22.80	\$2,216,160	\$20.80	\$249,600
	\$18.18	\$3.30	\$21.50	\$2,089,800	\$19.50	\$234,000		\$19.49	\$3.30	\$22.80	\$2,216,160	\$20.80	\$249,600
	\$18.28	\$3.50	\$22.00	\$2,138,400	\$20.00	\$240,000		\$20.08	\$3.50	\$23.60	\$2,293,920	\$21.60	\$259,200
	10 year total			\$20,442,132		\$2,283,720		10 year total			\$20,813,436		\$2,329,560

* Leave customer rate the same for 3 years. Use 3rd, 6th and 9th year contractor rate to establish customer rate
First 3 years of the admin costs are based upon the current year admin costs and then the admin costs increase 30 cents until year 10 when it increases 20 cents.
All admin costs are used for illustrative purposes. Actual admin fee will be determine by water works admin costs plus costs the city expects to incurr for items such as trash tags and yardwaste bag tags, printing of educational and informational materials and other items.

Overall numbers show that Sparta services will cost less over 10 years than Bridge City Sanitation.



Exhibit B

Noncommercial Refuse and Recycling Collection Contract Bid Form Refuse,
Recyclables, Bulky Items and Yard Waste Collection

The undersigned propose to make available to all addresses as described in Section III of the Request for Proposal, the collection of refuse, recyclables, bulky items and yard waste once (1) per week in the assigned territory, for the City of Ottumwa, for the following sum. Fees change on July 1st annually except where noted in the Request for Proposal.

- \$17.37 Per household per month 2021-2022
- \$17.47 Per household per month 2022-2023
- \$17.57 Per household per month 2023-2024
- \$17.67 Per household per month 2024-2025
- \$17.77 Per household per month 2025-2026
- \$17.87 Per household per month 2026-2027
- \$17.97 Per household per month 2027-2028
- \$18.08 Per household per month 2028-2029
- \$18.18 Per household per month 2029-2030
- \$18.28 Per household per month 2030-2031

Company Name Sparta Waste Services

Address, City, State, Zip 10623 Justin Dr., Urbandale, IA 50322

Phone Number 515-348-6095 (Anthony Colosimo direct 515-883-1697)

E-mail address tony@spartadisposal.com

Contact Person Anthony Colosimo Title CEO

Authorized Signature 

Date 8/29/20



SPARTA

WASTE SERVICES

August 24, 2020

Kevin C. Flanagan
Director of Health, Inspections, Planning & Development & Solid Waste
City of Ottumwa
105 E. Third Street
Ottumwa, Iowa 52501

Dear Mr. Flanagan,

We are pleased to submit this proposal for residential solid waste, recycling, special collection and disposal services for the City of Ottumwa, Iowa.

The Sparta Waste Services team has been performing cost-effective and environmentally sound solid waste, recycling and yard waste collection to the state of Iowa for more than 25 years.

In 1993 we started operations as Artistic Solid Waste and grew the company to the largest in Iowa before a successful sale in 2010. We continued to run recycling collection operations in a different capacity after the sale but came full circle in 2017 with the founding of Sparta Waste Services, to once again provide commercial and residential waste and recycling services. Sparta is now Iowa's fastest growing independent hauling company. We believe our past performance and knowledge of large City programs will help us fulfill all the requirements listed in your proposal.

We thank you for the opportunity to provide this service; with this letter, we are committing ourselves to your RFP. Should you have any questions, please contact me at 515-883-1697 or tony@spartadisposal.com. I will be the key business and technical negotiator.

Sincerely,

Anthony J. Colosimo
CEO
Sparta Waste Services Inc.

QUALIFICATIONS AND EXPERIENCE

This section will address the qualifications in the Request for Proposals.

The two areas are:

- A. Corporate Resources
- B. Relevant Experience

A. Corporate Resources

Sparta Waste Services Inc. (SWS) is in good standing under the laws of the state of Iowa, which it is incorporated in. Sparta also holds or could obtain all the necessary licenses and permits to haul and dispose of solid waste in the City of Ottumwa.

Sparta is a solvent solid waste collection company with a sound financial history and reputation in Central Iowa. We will provide the appropriate financial statements and performance guarantees when requested in this RFP.

Besides normal collections and workmen's compensation cases SWS has not had any litigation for or against it in the last five years.

In submitting this proposal Sparta Waste Services Inc. is fully qualified and properly licensed to perform all the work listed in this proposal today.

B. Relevant Experience

a. City of West Des Moines (Iowa)

Population: 45,661
Households: 12,217

Sparta/Artistic was the privately contracted hauler of solid waste for the City of West Des Moines from 1994-2010. Sparta began working with the City of WDM in 1999 to design a pilot program that would be the model of efficiency for residential trash collection. The results of this pilot program became Central Iowa's first fully automated volume-based program when collection started in November 2000. When integrated with the Curb It! Recycling program and Compost It! Yard waste collection systems the residents of WDM had the model program they were searching for, one that would not only work today but for the next decade. Besides providing all recycling and yard waste collection service's the company also provided spring clean-up services and miscellaneous solid waste services for the city. We also performed special collections for handicap and at-need residents in the city.

Solid Waste & Yard waste collection services for WDM

Crew size: 1
Crew turnover ratios: 18%
Total daily stops per day: 1000
Equipment Type and Capacity: Automated side loading trucks 30yd
Number of Vehicles: 4
Tons per Truck shift: 14-16 tons
Loads per Day: 2

b. City of Clive (Iowa)

Population: 11,500
Households: 4,094

Sparta/Artistic was the City of Clive's contract hauler from 1997-2010. Clive is also the first community in central Iowa to use standardized carts with a semi-automated collection system. We worked with the City to implement an automated collection program. Some of the services performed included public education, information services, customer satisfaction, delivery of carts, developed replacement policies and procedures, tracking systems of customer complaints and resolution. The company also designed yard waste and large/bulky item (the first of its kind in the Metro) collections programs; both systems are "pay as you throw away" with attached stickers on the material. Lastly, the company arranged special collections for handicap and at-need residents in the city.

One benefit of running trash and recycling routes for more than 20 years is the chance to improve the program over time. In an effort to reduce litter and flying debris Sparta/Artistic noticed that most of the litter was due to people not bagging trash before placing it in their Toter cart. After conferring with the City Manager a new ordinance was drafted to require residents to bag all trash before placing it in their cart. Simple but effective, the amount of litter was significantly reduced.

Solid Waste, Yard Waste & Special Collection services for the City of Clive

Crew Size: Crew Turnover Ratios: 18%
Total daily stops per truck day: 1000
Equipment Type and Capacity: Fully Automated Side Loaders 30 yd
Number of Vehicles: 3
Tons per truck shift: 14-16 tons
Loads per Day: 2

c. City of Altoona (Iowa)

Population: 9,000
Households: 3,208

Sparta/Artistic was the contracted hauler for the City of Altoona from 1995-2010. The company provided the City with the same services listed in the RFP for Ottumwa: Solid waste, recycling, yard waste, bulky item, special collection and

disposal services. With help from our company, the City of Altoona converted to a fully automated collection system in July of 2001. Additional services Sparta/Artistic provided were the annual spring clean-up. Arrangements were also made for special collections for handicap and at-need residents in the city.

Solid Waste, Yard Waste & Special Collections for the City of Altoona

Crew Size: 2 to 3

Crew Turnover Ratio: 18%

Total daily stops per truck day: 700

Equipment Type and Capacity: Rear load, 20 & 25 yard packers.

Number of Vehicles: 3

Tons per truck shift: 14-16 tons

Loads per day: 2

Description of Services and Facilities

The technical description and specifications of collection vehicles and are attached (see enclosed truck specifications). The fully automated vehicles that we will use are aesthetically pleasing to the eye and ear; they are very quiet vehicles in all aspects of their operation.

Sparta has identified two possible facilities within Ottumwa's city limits to run our operations out of. One of these sites will house all operations, trucks, maintenance and staff. This will function as a standalone operation exclusively for our operations in the city. Sparta plans to utilize local Ottumwa companies, vendors and workers whenever possible to ingrain ourselves in the community and stimulate the local economy; with plans to make a multi-million dollar investment in the city over the life of the contract.

Sparta proposes to follow the existing collection routes in use for City of Ottumwa with the current hauler.

Managerial Capabilities

Sparta is an aggressive growth-oriented company. We are proud of our Iowa roots and our strong work ethic. Our management team believes in leading by example and instilling this strong work ethic in all of our employees. We espouse the belief that business success is achieved through controlled growth and that customer satisfaction is the key factor in achieving growth.

The following examples demonstrate we have the management and staff to perform the tasks listed in your RFP.

Iowa State Fair

For the last 15 years Team Sparta has been and currently is the waste and recycling contractor for the Iowa State fair. Over 2,400 carts are dumped continuously over 10 days servicing 1,000,000 visitors per year for Iowa biggest Event.

City Trash, Yard waste and Recycling Collection

Sparta's management and staff have executed the largest residential contracts in the Des Moines Metro over the last 20 years. When the city of West Des Moines solicited proposal for Solid Waste Collection and Disposal in May of 1994 Sparta/Artistic was not the contract hauler at that time. We were selected on June 6, 1994 with an implementation date of July 4, 1994. The 28-days before the start date was an aggressive schedule for a contract of that size. The 5,400 households that were contracted at the time represented almost 60% of the total 8,928-house count for West Des Moines at the time. We were able to successfully start collection as scheduled on Monday, July 4, 1994 without interruption or inconvenience to the residents on those routes. We are proud to say we continued to collect solid waste in the City of West Des Moines until 2010.

When Metro Waste Authority issued proposals for curbside recycling for the Des Moines Metro area in February 1994, the 107,000 households was the largest residential contract ever issued in the state of Iowa. The services detailed in the proposal had never been offered or preformed in the Metro area. Proposers were required to: Develop tracking programs that gave daily tonnage reports on five different collect materials; submit route schedules for all the cities in MWA service area; give exceptional service to handicapped or at-need residents; collect daily information on set out rates, new starts, replacement containers delivered and rejected material and bins; distribute public education material to residents and handle all customer service issues, from missed pick-ups to the delivery of 25,000 recycling bins.

Sparta/Artistic was awarded the recycling contract for Zone 3 (NE Polk County, see enclosed map) in May of 1994. The 25,000 households in Zone 3 included the cities of Alleman, Altoona, Ankeny, Bondurant, Carlisle, Elkhart, Hartford, Mitchellville, Pleasant Hill, Polk City, Prairie City, Runnels, Sheldahl and NE unincorporated Polk County. Many of these cities never had consolidated collection services in their town before, so Artistic needed to formulate routing, education material, create new ordinances and follow old local ordinances in each town. Collection started September 1, 1994 following a large media campaign that educated residents about the program and how to use it. Thousands and thousands of promotional dollars would have been wasted if Artistic could not have started on time.

Training crews and staff about this project was an important part of implementing the program. Since this type of service had never been performed before, the learning curve had to be compensated for by giving intense hands-on training to drivers and customers service representatives. This is where our tracking software and GPS allowed each call

made to customer service representatives to be handled quickly and with the proper response. A driver training program used in-house videos and pre-route trail runs with similar equipment before the actual trucks were delivered. This reduced driver errors and improved their confidence when routes started.

In June of 1999 MWA extended our contract for Zone 3 and solicited bids for Zone 2 (Western Polk County). The reasons for solicitations for Zone 2 were service and pricing issues with the previous contractor; none of these were issues with the Artistic contract. Artistic was the successful proposer and was awarded the Zone 2 recycling contract, which started collection in September 1999. The 30,000 households in Zone 2 included the cities of Johnston, Grimes, Urbandale, Clive, West Des Moines, Norwalk, Windsor Heights and Western unincorporated Polk County. Artistic then serviced 20 different cities for MWA's "Curb It" recycling program. It was MWA's confidence in our team's service levels that led to the award of both contracts.

Curbside Recycling Collection Services Zone 2 & 3 for Metro Waste Authority

Metro Waste Authority
521 E. Locust Street
Des Moines, IA 50309

Population: 145,000
Households: 55,000

Crew Size: 1

Crew Turnover Ratio: 18%

Total Daily Stops per truck day: 600

Equipment Type and Capacity: 5 compartment recyclers 20 yard

Number of Vehicles: 23

Tons per truck Shift: 6 tons

Loads per day: 2

Sparta Waste Service's key Management:

Anthony Colosimo, CEO

Anthony Colosimo represents the longest senior management personnel in the Central Iowa waste and recycling industry. As owner of Artistic Waste Services Inc. since 1993 he worked to position Artistic as Iowa's largest independent full-service waste and recycling company.

When acquired in 1993 Artistic collected trash from only 500 homes per week, and eventually grew to include more than 75,000 single family homes serviced each week with trash, recycling and yard waste pickups. As a lifelong Iowan, he feels it is important to keep a competitive balance between national and local, independent companies in our local community. The team at Sparta has done this for more than 25 years and was listed as one of the top 100 Waste Company's in the Country by Waste Age Magazine.

Anthony is member of National Waste and Recycling Association (NWRA) and was elected to be on the Board of Trustees, and represents the State of Iowa on the National board of Governors. A founding Board Director of Keep Iowa Beautiful, he is a graduate of Iowa State University and participates in many local civic and non-profit organizations.

Tom George, General Manager

Tom started in transportation in 2010, working with the Des Moines Public School District and then the West Des Moines School District. He became Master Trainer of Bus Drivers with both school systems. He was responsible for the safety and route training of drivers while also overseeing the daily maintenance of vehicles.

During his tenure more than 32,000 students were safely were picked up and brought back home on a daily basis. His experience in effective routing in all-weather conditions was a perfect proving grounds for Sparta, where he uses these skills to help us deliver timely service to all our residents.

Tom also is a certified Diesel mechanic and schedules all maintenance of Sparta's eight truck fleet.

Jennifer Bodin, Community Outreach

Jennifer has more than 20 years of experience in the waste industry. She started out in marketing and spent her time attending chamber events, networking and working on different city bids. She also worked event planning for the annual Earth Day Celebration as well as other community events. After five years in marketing, Jennifer moved into outside sales and grew her territory base and the business. Currently, Jennifer is the communications manager and handles all social media, events and communication for the company. Jennifer's various roles that she had held make her a valuable asset to our business.

Cady Colosimo, Administrations Director

Cady grew up with a love for the environment and championed recycling from a young age. While attending elementary school she made sure the recycling program was properly implemented and followed by her fellow classmates. Since then she has been involved in many facets of the waste industry, from emptying trash cans to weighing trucks in a recycling facility, to ultimately serving as the Administrations Director for Sparta Waste Services for the past two years. Cady currently oversees all of Sparta's commercial routes, takes customer service calls, and helps with many other day-to-day operations.

AJ Colosimo, Dispatch and Operations

Growing up in the waste industry, AJ has worked steadily in various positions for his entire professional career thus far. AJ got his start providing trash services at large-scale events in Des Moines like the Des Moines Arts Festival, WineFest and the Iowa State

Fair. For the past several years he has played a major role at the Iowa State Fair; recruiting, organizing and scheduling the nearly 100 temporary employees needed to provide the service. He is currently the Dispatch manager of all roll off, residential and commercial operations for Sparta Waste Services and assists on special projects, and has been doing so since the company was founded in 2017.

Description of Services

- **How Sparta Waste Services, Inc. automated collection will help the City of Ottumwa.**

Today the City's waste hauler picks up residential trash using manual or semi-automated collection systems; waste is put curbside in bags or cans of varying sizes to be picked up by collectors by hand. Most trucks have two- or three-man crews. This is becoming the most labor-intensive method of waste collection and the highest cost method of collection in the industry today. Manual crews can collect 650-700 homes per day.

Automated collection uses specialized two-wheeled carts (Toters) and hydraulic lifting systems to pick up resident's solid waste. It uses collection vehicles with one driver and robotic arms to lift the carts in the truck. One driver stays in the truck and is able to pick up to 50% more homes per day. Automated trucks can collect 900-1,000 homes per day. Sparta collects 1,500 single family homes and 6,000 multi- family homes per week.

- **How does it work for the resident?**

Each resident is given a two-wheeled 64-gallon cart, this allows for larger setouts to be handled more easily by residents and collectors. Residents who currently receive special house-side pickup, for example handicap and elderly citizens, will not be affect with this service. Additionally, tight-fitting lids on the Toters help reduce blowing litter, odors and spillage from pests. Animals like raccoons, dogs and crows are less likely to tip over Toters and cannot tear open bags when they are placed in the containers with the lid shut.

Educating residents on placement of containers is the key message to be communicated when implementing a fully automated system. Toters need to be placed close to the curb and away from obstructions like light poles, mailboxes, parked cars and recycling bins. Large items and extras bags need the proper stickers attached to be collected.

- **What does this do for the community?**

As cities try to meet the State's waste reduction goals, city administrators must look for ways to encourage recycling and waste reduction for their residents. One way to do this is

by using pay-as-you-throw-away programs with a fully automated collection system. This program will reward residents for their recycling and waste reduction efforts by offering them lower trash rates when they generate less trash. Residents who generate less garbage by identifying recyclable materials in their trash and placing those items in the recycling bin/cart will save money.

- **Automation will help with City beautification.**

When residents and cities look at the benefits of automated collection the number one benefit stated is the reduction of litter in their streets. This is important for the city of Ottumwa, because Ottumwa was one of the first cities to become an affiliate of Keep Iowa Beautiful. In keeping with this philosophy one of the best ways to create public awareness of this commitment the city has made is to adopt a “Zero Tolerance to Litter” plan and maintain a litter-free environment 52 weeks a year. This can be achieved by upgrading your trash collection with standardized two wheeled carts.

Sparta Waste Services is a charter member of the Keep Iowa Beautiful organization. We believe education is the key to creating a “Litter Free Zone.” Changing the behavior of your residents with the Automated Program is a giant step in that direction.

i. Description of Collection routing and carts.

Sparta will follow the collection guidelines listed in the RFP. Sparta will also follow the same routes used today to collect recycling material in Ottumwa for frequency and date. Sparta will follow the guidelines stated in the RFP for location of carts, replacement policies and procedures. When construction blocks the streets for collection vehicles a common access point needs to be provided. The type of cart Sparta will use is the “Toter” brand of carts, which come in 32-, 64- and 96-gallon sizes. Residents will all be given one 64 Gallon Cart for trash & 32 Gallon for Recycling

ii Description of customer service resolution:

Sparta will service all 9,200 residential customers per week and is responsible for any and all complaints received. From missed pick-ups to alleged claims of damage to carts and personal property, each call is logged and tracked. Every call is handled by a customer service representative and investigated for further action. For example, if a solid waste or recycling miss is verified before 12 p.m. it will be picked up the same day. When verified 12 p.m. the resident will be picked up the next morning. After hours an automated voice mail-answering program will provide information about pick-up days and other guidelines about the program. Residents can also log a complaint or report missed pick-ups with the voice mail-answering program and have it responded to the following morning.

A log of all complaints will be maintained and documented for action taken by customer service representatives. Tracking software will list, date of call, address, type of complaint and when action was taken and by who. (see enclosed example).

iii Description of public education and information services.

At Sparta, customer satisfaction is our number one priority. It starts with phone calls from residents; 90% of all calls from residents are handled on the first call. 10% are handled in less than 3 calls. This type of communication with residents cannot be overlooked because it is all part of the media mix that Sparta uses to reach residents. Social Media, doorhangers, newspapers inserts, radio, TV and Sparta's webpage with hotlinks to the City of Ottumwa's website will all provide points of communication. Properly placed ads with a promotional blitz in the beginning of the program will inform residents where to look now and in the future for information about their solid waste and recycling collection program.

Implementation Date

Sparta intends to implement the program on time and no later than July 4, 2021.

Description of Equipment

Crew Size: Trash Collection 1

Crew Turnover Ratio: 18%

Total Daily Stops per truck day: 900

Equipment Type and Capacity: Fully Automatic 30-yard body

Number of Vehicles: 4

Tons per truck Shift: 6 tons

Loads per day: 2

Crew Size: Recycling Collection 2

Crew Turnover Ratio: 18%

Total Daily Stops per truck day: 600

Equipment Type and Capacity: 5 compartment recyclers 20 yard

Number of Vehicles: 4

Tons per truck Shift: 6 tons

Loads per day: 2

Crew Size: Yard waste & Bulky Item Collection 2

Crew Turnover Ratio: 18%

Total Daily Stops per truck day: 600

Equipment Type and Capacity: Rear loading 25 yard body

Number of Vehicles: 3

Tons per truck Shift: 6 tons

Loads per day: 2

Details concerning the equipment can be found on **enclosed documents**.

Spring Clean Up

Once a year Sparta will collect bulky items from all registered household residents that currently receive weekly noncommercial refuse collection. This will be done in the month of April each year on conceded on Saturdays during the month. It will coincide with the 3 Zones of the collection day.

Zone 1 will be collected on the 1st Saturday
Zone 2 will be collected on the 2nd Saturday
Zone 3 will be collected on the 3rd Saturday

Hiring Plan and Code of Employee Conduct

Sparta believes our employees are our most valuable assets and the success of the company is determined by the quality of its employees. Because of these beliefs, the personnel selections of the company are extremely important. The company is committed to hiring only the best and most qualified available drivers.

Sparta currently has personnel on staff performing services like bulky waste pickup, missed collections, special collection for handicap, yard waste and solid waste collections everyday. Our plan is to continue to use the present staff to work with the City and retrain some of the operators with the new collocation equipment.

Sparta driver hiring qualification standards and procedures have been developed to achieve two goals. The first goal is for the company to meet or exceed all Federal Motor Carrier Safety Regulations (FMCSR) concerning driver qualification. The second goal is to select only the best available drivers: drivers who share Sparta's values and goals of operating in a safe, legal and professional manner.

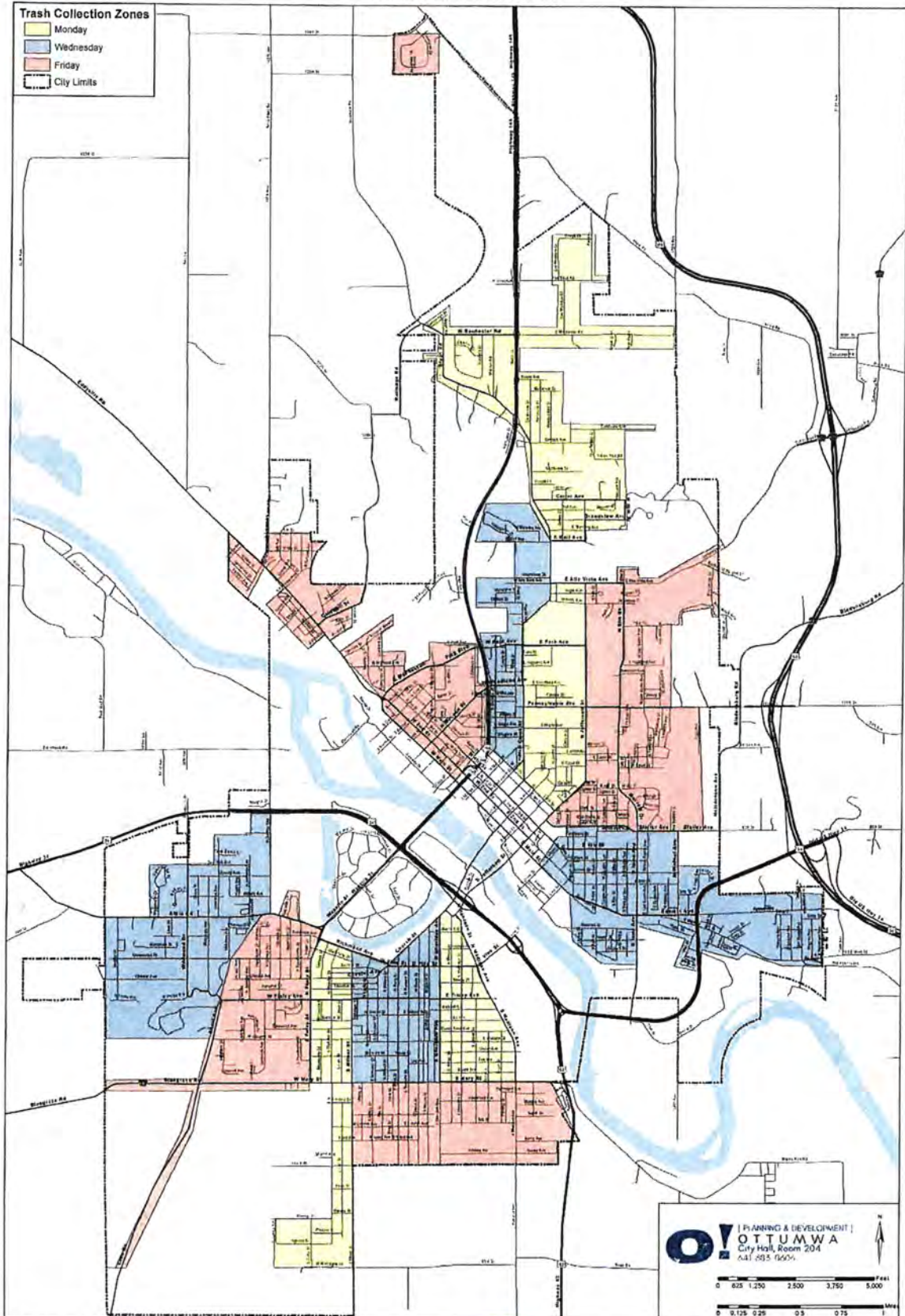
Drugs and Alcohol Policy

Sparta Waste Services is dedicated to the health and safety of our drivers. Drug and/or alcohol use may pose a serious threat to driver health and safety. Therefore, it is the policy of Sparta Waste Services to prevent the use of drugs and abuse of alcohol from having an adverse effect on our drivers.

The serious impact of drug use and alcohol abuse has been recognized by the federal government. The Federal Highway Administration (FHWA) has issued regulations that require the company to implement an alcohol and controlled substances testing program. The purpose of the FHWA issued regulations is to establish programs designed to help

City of Ottumwa, Iowa

Trash Collection Zones





OLD REPUBLIC SURETY COMPANY

Or any of its Affiliated Companies, hereinafter ("Surety")

FastBond Contract Application

For Single Bond or Aggregate Programs up to \$750,000, complete page 1 and the Indemnity Agreement on page 2.
For Single Bond or Aggregate Programs in excess of \$750,000, up to \$1,500,000, complete pages 1 and 2.
For Single Bond or Aggregate Programs in excess of \$1,500,000, contact your local ORSC underwriter with details.



CONTRACTOR INFORMATION

Company Sparta Environmental LLC Corp S Corp LLC Partnership Proprietorship
Address 10623 Justin Dr. Construction specialty _____
Year started 2017 Largest project completed in last 3 years: Contract price \$ 500,000
Project description State of Iowa
Are there any unfinished bonded contracts with other sureties, if yes, attach explanation. YES NO

Owners/Officers of the company

Name (1) Anthony Colosimo % Ownership _____ SSN _____
Spouse Kate Colosimo % Ownership _____ SSN _____
Home address 14092 Willow Drive Clive, Ia. 50325 Own your home? YES NO
Name (2) _____ % Ownership _____ SSN _____
Spouse _____ % Ownership _____ SSN _____
Home address _____ Own your home? YES NO

Has the company, any related entity, any predecessor company, or any owner ever:

Failed in business or been in bankruptcy YES NO
Failed to complete a contract or had a paid claim with a surety? YES NO
Been involved in any litigation or delinquent with any payroll? YES NO
Had state or federal tax liens within the last 3 years? YES NO
Were you bonded in the past – by whom? YES NO

Explain all "YES" answers or attach an explanation _____

PROJECT INFORMATION

CONTRACTOR PREQUALIFICATION FOR BONDING – NO BOND NEEDED AT THIS TIME. Check here

Owner/Obligee City of Ottumwa Iowa
Project description/location Hauling of Residential Trash and Recycling
Bid date 8/25/20 Bid bond amount or % _____ Performance/Payment bond amount or % 1 million
Estimated bid/contract price \$ 2,000,000 Start date 7/4/21 Completion date 6/30/31
Maintenance term _____ Liquidated penalties \$ _____
Total cost to complete work on hand (w/o this job) \$ _____
If project has already bid – bid results 1) _____ 2) _____ 3) _____
Bid secured by: Check Bond Negotiated
Bond forms: Old Republic forms AIA Other (please provide copy)

* For private projects or subcontracts, please enclose a copy of the contract and bond forms if over \$250,000

AGENCY INFORMATION

Agency name True North Agency code _____ Contact person Lane Danielsen
Is contractor an existing insurance account? YES NO Length of relationship 2 years

The applicants and indemnitors certify the truth of all statements in this Application and authorize the Surety to verify this information and to obtain additional information from any source including obtaining a credit report. Please note that full indemnity will be required (business, owners and spouses). Also, Surety may ask additional questions or request additional information as needed.

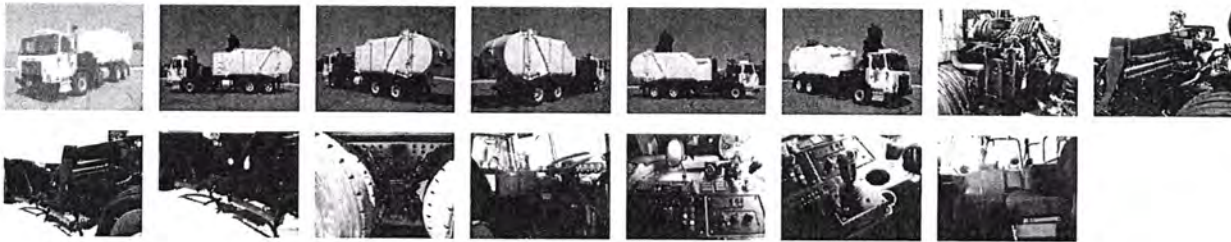
☰ Categories

[Home \(http://www.princemotorsusa.com/\)](http://www.princemotorsusa.com/) / [Inventory \(http://www.princemotorsusa.com/inventory/\)](http://www.princemotorsusa.com/inventory/)
/ [Side Loaders \(http://www.princemotorsusa.com/inventory/2-Side-Loaders/\)](http://www.princemotorsusa.com/inventory/2-Side-Loaders/)

2009 AUTOCAR GARBAGE TRUCK FOR SALE WITH HEIL 30 YARD RAPID RAIL SIDE LOADER



(http://www.princemotorsusa.com/users/images/inventory/big/PMI_Large_Image_316.jpg)



CALL FOR PRICE

Contact Us Now ↻

Year: 2009

Mileage: 80,170

Chassis Make: Autocar

Engine: Cummins ISM 350HP

Chassis Model: ACX64

Transmission: Allison 4500RDS

Category: Side Loaders

Front Axle: 20,000

Body Make: Heil

Rear Axle: 46,000

Body Model: Rapid Rail

Stock #: SL770902

Body Capacity: 30yd

Price: Call for price

2009 Autocar Xpeditor Side Loader, Cummins ISM (350HP), Allison 4500 RDS Auto Transmission, 80,170 Miles, Right Hand Drive, A/C, Cruise Control, Diff-Lock, Telma Retarder, 5.63 Rear Ratio, Heil Rapid Rail Side Load Body, 30 Yard, Dump Eject, Joystick Control, Camera System, Very Clean Ex-City Unit *Photos of Sister Unit

OTHER VEHICLES IN THIS CATEGORY



([http://www.princemotorsusa.com/inventory/2-Side-Loaders/102-2006-](http://www.princemotorsusa.com/inventory/2-Side-Loaders/102-2006-Isuzu-Garbage-Truck-for-Sale-with-Bridgeport-12-Yd-Automated-Side-Loader.html)

[Isuzu-Garbage-Truck-for-Sale-with-Bridgeport-12-Yd-Automated-Side-Loader.html](http://www.princemotorsusa.com/inventory/2-Side-Loaders/102-2006-Isuzu-Garbage-Truck-for-Sale-with-Bridgeport-12-Yd-Automated-Side-Loader.html))

SIDE LOADER

Isuzu FTR

2006

Engine: Isuzu 6HK1X 7.8L 230HP

Trans: Allison 2200RDS

Body: Bridgeport Ranger

Capacity: 12yd

SOLD

MORE INFO ([HTTP://WWW.PRINCEMOTORSUSA.COM/INVENTORY/2-SIDE-LOADERS/102-2006-ISUZ](http://www.princemotorsusa.com/inventory/2-Side-Loaders/102-2006-ISUZ))

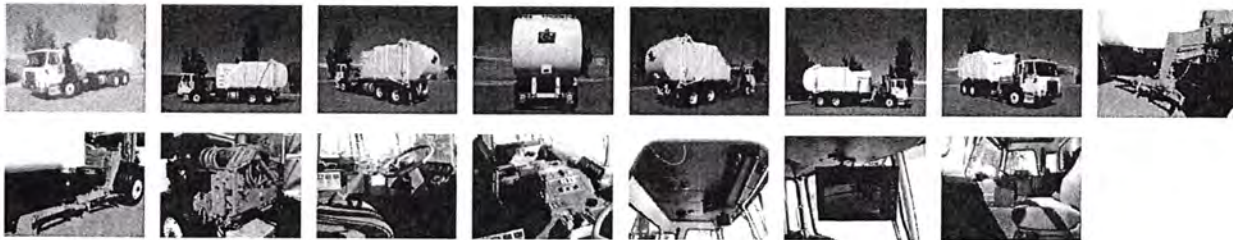
☰ Categories

[Home \(http://www.princemotorsusa.com/\)](http://www.princemotorsusa.com/) / [Inventory \(http://www.princemotorsusa.com/inventory/\)](http://www.princemotorsusa.com/inventory/)
/ [Side Loaders \(http://www.princemotorsusa.com/inventory/2-Side-Loaders/\)](http://www.princemotorsusa.com/inventory/2-Side-Loaders/)

2011 AUTOCAR XPEDITOR WITH HEIL RAPID RAIL 30 YARD AUTOMATED SIDE LOADER



(http://www.princemotorsusa.com/users/images/inventory/big/PMI_Image_31.jpg)



CALL FOR PRICE

Contact Us Now ➔

Year: 2011

Mileage: 74,238

Chassis Make: Autocar

Engine: Cummins ISL 345HP

Chassis Model: Xpeditor	Transmission: Allison 4500RDS
Category: Side Loaders	Front Axle: 20,000
Body Make: Heil	Rear Axle: 40,000
Body Model: Rapid Rail	Stock #: SL771045
Body Capacity: 30yd	Price: Call for price

2011 Autocar ACX Xpeditor Side Loader, Cummins ISL (345HP), Allison 4500-RDS Automatic Transmission, 74,238 Miles, Right Hand Drive, A/C, Stereo, Cruise Control, 60,000 GVW, 5.29 Rear Ratio, Heil Rapid Rail Side Load Body, 30 Yard Capacity, 700 lbs per Cubic Yard Compaction, 8 Second Arm Cycle, Dump Eject, 1,600 lbs Arm Lift Capacity, 8' Arm Reach, Curbside Toggle Control, Onboard Scale, Safety Camera System, Very Clean Ex-City Unit

OTHER VEHICLES IN THIS CATEGORY



(<http://www.princemotorsusa.com/inventory/2-Side-Loaders/148-2009->

[Autocar-Garbage-Truck-for-Sale-with-McNeilus-Automated-Side-Loader.html](http://www.princemotorsusa.com/inventory/2-Side-Loaders/148-2009-Autocar-Garbage-Truck-for-Sale-with-McNeilus-Automated-Side-Loader.html))

SIDE LOADER
Autocar Xpeditor
2009

Engine: Cummins ISL 365HP
Trans: Allison 4500RDS
Body: McNeilus AutoReach
Capacity: 31yd

SOLD

MORE INFO ([HTTP://WWW.PRINCEMOTORSUSA.COM/INVENTORY/2-SIDE-LOADERS/148-2009-AUT](http://www.princemotorsusa.com/inventory/2-Side-Loaders/148-2009-AUT))

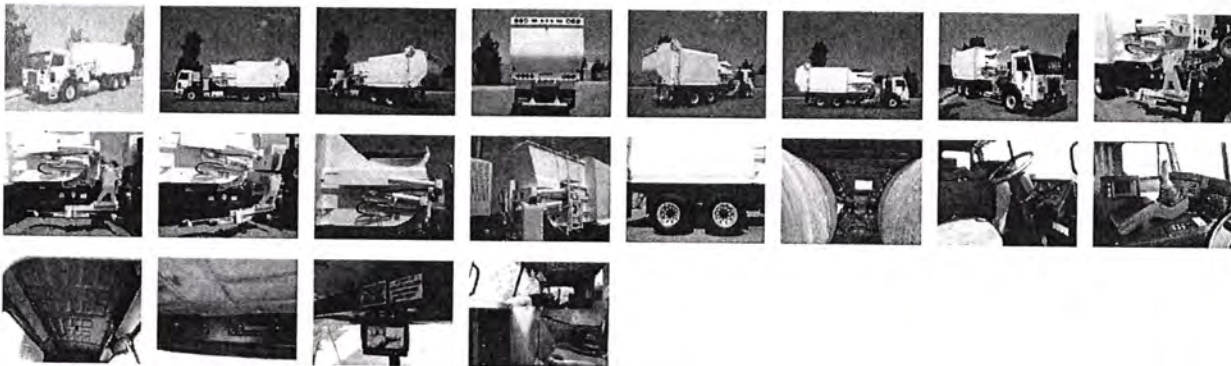
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/ [Side Loaders \(http://www.princemotorsusa.com/inventory/2-Side-Loaders/\)](http://www.princemotorsusa.com/inventory/2-Side-Loaders/)

2013 PETERBILT 320 WITH DADEE SCORPION 30 YARD AUTOMATED SIDE LOADER



(http://www.princemotorsusa.com/users/images/inventory/big/PMI_Large_Image_1525.jpg)



CALL FOR PRICE

Contact Us Now ↻

Year: 2013	Mileage: 61,377
Chassis Make: Peterbilt	Engine: Cummins ISX12 320HP
Chassis Model: 320	Transmission: Allison 4500RDS
Category: Side Loaders	Front Axle: 20,000
Body Make: Dadee Mfg	Rear Axle: 46,000
Body Model: Scorpion	Stock #: SL771056
Body Capacity: 30yd	Price: Call for price

2013 Peterbilt 320 Side Loader, Cummins ISX12 (320HP), Allison 4500 RDS Auto Transmission, 61,377 Miles, Right Hand Drive, A/C, Stereo, Power Windows, Cruise Control, Diff-Lock, 66,000 GVW, 5.38 Rear Ratio, Dadee Mfg Scorpion Side Load Body, 30 Yard Capacity, 750 lbs per Cubic Yard Compaction, 8 Second Arm Cycle, 14-17 Second Auto-Pack, Dump Eject, 2,000 lbs Arm Lift Capacity, 8' Arm Reach, Joystick Control, Camera System, Very Clean Ex-City Unit

OTHER VEHICLES IN THIS CATEGORY



(<http://www.princemotorsusa.com/inventory/2-Side-Loaders/28-2003->

[Autocar-WXR64-Garbage-Truck-for-Sale-with-Heil-Rapid-Rail-Side-Loader-Trash-Body.html](http://www.princemotorsusa.com/inventory/2-Side-Loaders/28-2003-Autocar-WXR64-Garbage-Truck-for-Sale-with-Heil-Rapid-Rail-Side-Loader-Trash-Body.html))

SIDE LOADER

Autocar WXR64 Xpeditor
2003

Engine: Cummins ISM 320HP

Trans: Allison HD4560P

Body: Heil Rapid Rail

Capacity: 30yd

CALL FC

MORE INFO ([HTTP://WWW.PRINCEMOTORSUSA.COM/INVENTORY/2-SIDE-LOADERS/28-2003-AUTO](http://www.princemotorsusa.com/inventory/2-Side-Loaders/28-2003-AUTO))

☰ Categories

[Home \(http://www.princemotorsusa.com/\)](http://www.princemotorsusa.com/) / [Inventory \(http://www.princemotorsusa.com/inventory/\)](http://www.princemotorsusa.com/inventory/)
/ [Rear Loaders \(http://www.princemotorsusa.com/inventory/3-Rear-Loaders/\)](http://www.princemotorsusa.com/inventory/3-Rear-Loaders/)

2007 FREIGHTLINER GARBAGE TRUCK FOR SALE WITH NEW WAY 25YD REAR LOADER BODY



(http://www.princemotorsusa.com/users/images/inventory/big/PMI_Large_Image_699.jpg)



CALL FOR PRICE

Contact Us Now ➔

Year: 2007

Mileage: 95,485

Chassis Make: Freightliner

Engine: Cummins ISL 330HP

Chassis Model: Condor

Transmission: Allison 4500RDS

Category: Rear Loaders

Front Axle: 20,000

Body Make: New Way

Rear Axle: 40,000

Body Model: King Cobra

Stock #: RL411015

Body Capacity: 25yd

Price: Call for price

2007 Freightliner Condor Rear Loader, Cummins ISL (330HP), Allison 4500 RDS Auto Transmission, 95,485 Miles, 60,000 GVW, A/C, Diff-Lock, New Way King Cobra, 25 Yard Capacity, High Compaction Rear Loader (1,200 lbs / cubic yard), 3.55 Yard Hopper, 25-28 Second Hopper Cycle Time, Camera System, Very Clean Ex-City Unit

OTHER VEHICLES IN THIS CATEGORY



([http://www.princemotorsusa.com/inventory/3-Rear-Loaders/175-2004-](http://www.princemotorsusa.com/inventory/3-Rear-Loaders/175-2004-Autocar-Xpeditor-CNG-with-Loadmaster-20-Yard-Rear-Loader-Refuse-Truck.html)

[Autocar-Xpeditor-CNG-with-Loadmaster-20-Yard-Rear-Loader-Refuse-Truck.html](http://www.princemotorsusa.com/inventory/3-Rear-Loaders/175-2004-Autocar-Xpeditor-CNG-with-Loadmaster-20-Yard-Rear-Loader-Refuse-Truck.html))

REAR LOADER

Autocar Xpeditor

2004

Engine: Cummins 8.3G+ 280HP CNG

Trans: Allison 4500RDS

Body: Loadmaster Legacy

Capacity: 20yd

SOLD

MORE INFO ([HTTP://WWW.PRINCEMOTORSUSA.COM/INVENTORY/3-REAR-LOADERS/175-2004-AUT](http://www.princemotorsusa.com/inventory/3-REAR-LOADERS/175-2004-AUT))



2002 CCC LET40E

Condition	Used
Stock Number	Q25468
Serial	1CYCAA4802T045679
Miles	89123

Description

2002 CCC, LET40E, Heavy Duty Trucks - Recycling Trucks, Caterpillar 3126, , G-S Products Top Load Recycle Body Model # GS5038D, dual steering, AM/FM radio, air brakes, 33,000#GVW, Horse Power, Spring Suspension, All Steel Wheels, 194 Wheel Base, 11R24.5, Rear Axle lbs, Ratio, , VIN 1CYCAA4802T045679

Specifications

General

Manufacturer	CCC
Category	Recycle Truck
Subcategory	Recycle Truck
Model	LET40E
Year	2002
Condition	Used
Stock Number	Q25468
Serial	1CYCAA4802T045679
Miles	89123
Color	White

Operational

Suspension	Spring
Cylinder	3126
Axle	4x2

Engine Drivetrain

Engine Make	Caterpillar
Engine Model	3126
Fuel Type	Diesel



Exhibit B

Noncommercial Refuse and Recycling Collection Contract Bid Form Refuse,
Recyclables, Bulky Items and Yard Waste Collection

The undersigned propose to make available to all addresses as described in Section III of the Request for Proposal, the collection of refuse, recyclables, bulky items and yard waste once (1) per week in the assigned territory, for the City of Ottumwa, for the following sum. Fees change on July 1st annually except where noted in the Request for Proposal.

\$16.00	Per household per month 2021-2022
\$16.48	Per household per month 2022-2023
\$16.81	Per household per month 2023-2024
\$17.31	Per household per month 2024-2025
\$17.66	Per household per month 2025-2026
\$18.19	Per household per month 2026-2027
\$18.55	Per household per month 2027-2028
\$19.11	Per household per month 2028-2029
\$19.49	Per household per month 2029-2030
\$20.08	Per household per month 2030-2031

Company Name BRIDGE CITY SANITATION LLC
Address, City, State, Zip PO Box 541, OTTUMWA, IA 52501
Phone Number 641-682-8117
E-mail address DAVIS_LEWIS@PCSTIA.NET
Contact Person KEITH W LEWIS Title MEMBER
Authorized Signature *Keith W Lewis*
Date 8/25/2020

CITY OF OTTUMWA REFUSE AND
RECYCLING COLLECTION BID

AUGUST 25, 2020

Bridge City Sanitation LLC

Qualifications and Experience:

We are a locally owned and operated sanitation company serving commercial and residential customers of Wapello and Davis counties. We are the current contract hauler for the City of Ottumwa.

Locally we employ 23 full and part time employees between the residential and commercial shops representing over \$800,000 in wages. Our operation does business locally with the purchase of fuel, repairs, insurance and supplies supporting other locally owned businesses in our community.

We live in, and are active in, the community with support of other organizations and charitable events. We clearly intend to work with the City of Ottumwa officials to do our part in implementing the contract provisions to provide waste collection and clean up of the City of Ottumwa.

Program Understanding and Methodology:

We intend to maintain the current established routes and collection days with collection times as indicated in the RFP. Normal routes for trash and recycling will be Monday, Wednesday and Friday. Yard waste and reported bulky items will be picked up on Tuesday for the south side of town and on Thursday for the north side of town. This will provide for minimal changes for the residents. Although infrequent, routes have been adjusted in the past. We will always work with the City to directly notify any affected residents of any route changes. In the past this was done by mail and door to door notices. Residents will be notified of any change in collection days due to holidays by an annual insert in the water bills. This will state the scheduled holidays for the entire year. Furthermore, notice will be posted via all social media outlets available including those of the city. Yard waste will only be picked up in designated properly tagged bags and stick bundles per city requirements.

For the implementation of refuse, recycling, yard waste and bulky item collection we intend to purchase updated collection trucks including four Labrie style auto loader trucks year 2016 or newer. These trucks will have at a minimum 25yd capacity and will be purchased as soon as possible to improve the current contract performance. We will also provide three updated recycle collection trucks similar to those we use now. These trucks have a three hopper sorting capability to completely sort material at the curb and separately dump at the recycle center as

we currently do. All trucks and equipment used in providing these services will be properly maintained, washed regularly and kept in sanitary condition.

Trucks below are similar to what we currently have selected.



All vehicle operators and collection helpers will have sufficient training and understanding to perform their designated duties including dumping procedures at the recycling center and landfill. We implement weekly safety and training meetings to keep compliant with updated laws and regulations. All collection helpers are trained in collection procedures and implementation guidelines as per the recycling center provided information. We will work with city staff to correct any issues related to collection methods or procedures as they arise.

City wide clean up event – we will work with city staff to establish a city wide clean up day. For example, we would propose a one day event with a designated drop off site. We will provide two roll off containers and two rear load garbage trucks to transport material to the landfill continuously during the designated time. We will also provide a recycling dumpster capable of sorting to haul to the recycling center during those hours. This was a very popular event in the past!

Customer service and Public relation -

With the assistance of city staff we will incorporate educational material about the trash and recycling procedures in with the water bill to address issues relating to this service. These education materials may include pamphlets or flyers created by the recycling center, the city or the contractor. It is our intention to increase the education of the residents to increase the recycling tonnage and get bulky items called in as per the contract specifications.

Missed pickups and phone calls – we will address this issue in several ways. First, with increased employee training in an effort to eliminate a missed service all together. Also, with additional educational material provided, the proper items would be deposited in the proper container to reduce the items not picked up. Additionally, with using all automated trucks to become more efficient in collection. Second, we will implement an additional phone line as a roll over line or utilize a call center to reduce the use of an answering machine to after hour calls. After hours calls will be on a recorded line with increased capacity to take more calls and not show a mailbox full indication. A call log will be provided upon request to show calls taken and the follow up documented. This information will be provided to city officials on a monthly basis.

Missed collections, upon notification, will be picked up by the route drivers daily prior to completion of their routes. Also, we will have available an additional roving truck to pick up otherwise missed collections within a 24 hour timeframe.

We may be contacted at the following:

Bridge City Sanitation LLC

PO Box 541

Ottumwa, Iowa 52501

Jason Blunt at 641-777-1041

Keith Lewis at 641-777-8931



CITY OF
OTTUMWA

Citizen Input Request Form

9/15/20
Council Meeting Date

Name: KEITH LEWIS - BARBUE CITY SANITATION

Address: 5358 160TH AVE, OTTUMWA, IA

Item No. to Address: H-3
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.

Chris Reinhard

From: Dennis Willhoit <dennis.willhoit@gmail.com>
Sent: Tuesday, September 15, 2020 3:49 PM
To: Chris Reinhard
Subject: garbage collection contract citizen feedback
Attachments: council garbage concerns.docx

Chris,
It is attached. Thank you!
Regards,
Dennis

15 September 2020

TO: Ottumwa City Councilpersons
FROM: Dennis Willhoit
334 E. Fifth Street
RE: Garbage Collection Contract

It is my understanding that the contract for residential garbage collection is under discussion this evening at the council meeting. I wholeheartedly support a new contract with a new company to provide these services. Bridge City Sanitation has had ample opportunity to address the multiple community concerns leading up to this decision. Yet, change and better customer service has not resulted.

- Monday 14 September garbage collection on my street occurred at 3:20 A.M., complete with the beep, beep, beep of the reverse direction warning signal.
- Per usual this day, and most days, the garbage can was left on its side. During the previous week, one of the cans was left upright with lid open resulting in a water-filled can by the time I arrived home. Of course, sometimes as we are all aware, the can is left in the street.
- Loose trash is left to blow into our neighborhoods.
- It is rare that a person answers the phone when calling the company.
- Yard waste pick up is frequently overlooked and sits.

Since 2001, I have lived in 4 different municipalities of various sizes. Ottumwa's garbage collection is by far the most disappointing and poorly managed. In each of these other communities, I never had issues with trash cans being left in any other way but upright with the lid closed. Trash was never left strewn about the neighborhood, and while we know it is important to bag trash, I am confident that residents in all these communities had some degree of loose trash in their containers.

Bottom line, our current company delivers inferior service and hurts our community image in the process. We can and should expect more. They have had sufficient time and sufficient input to correct these issues as I have heard these complaints from multiple residents. Please take decisive action and set the bar at a level our community deserves and extend a contract to a new, more responsible company.

Regards,
Dennis Willhoit

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: September 15, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #208-2020. Approve Change Order #8 for the Main Street (Downtown Streetscape) Reconstruction Project.

**Public hearing required if this box is checked. **

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution #208-2020.

DISCUSSION: Change Order #8 includes costs in the amount of \$2,410.42 for Winger to run conduit and pull wire to re-feed the bus stop which was not indicated on the plans.

Water services have also been provided from curb stops to the buildings in the 100 block of E. Main. This amounts to \$10,394.06 which is reimbursed by business owners.

Change Order #8 increases the contract amount by \$12,804.48. The new contract sum is \$5,223,734.19.

Funding:	<u>Grants</u>
CDBG	\$ 800,000 50/50 City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	<u>\$ 511,665</u>
Total	\$5,982,665

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

Base bid	\$5,096,359.30	
CO 1	\$ 30,194.36	
CO 2	\$ 3,987.50	
CO 3	\$ 8,139.72	
CO 4	\$ 11,885.50	
CO 5	\$ (5,123.05)	
CO 6	\$ 62,995.96	
CO 7	\$ 2,490.42	
CO 8	\$ 12,804.48	
New Contract Sum	\$5,223,734.19	Portzen Contract
Resident Engineer	\$ 300,000.00	Garden & Associates Contract.

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #208-2020

A RESOLUTION APPROVING CHANGE ORDER #8 FOR THE EAST MAIN
RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Portzen Construction, Inc. of Dubuque, Iowa for the above referenced project; and

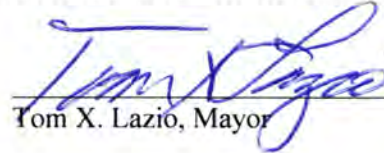
WHEREAS, Winger had to run conduit and pull wire to re-feed the bus stop which was not indicated on the plans. Water services have also been provided from curb stops to the buildings in the 100 block of E. Main; and

WHEREAS, Change Order #8 increases the contract amount by \$12,804.48 resulting in a new contract sum of \$5,223,734.19;


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of September, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



**Section 640
CHANGE ORDER**

Project: Ottumwa Main Street

To Contractor: PORTZEN CONST

Change Order Number: 8

The Contract is changed as follows:
See attached breakdown from Winger
Water Services from curb stop to building in 100 block

1-Sep-20
<u>\$2,410.42</u>
<u>\$10,394.06</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
Total: \$12,804.48

(summaries for all listed above, are attached)

Base bid amount \$5,096,359.30

NEW PROJECT TOTAL \$5,223,734.19

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$5,096,359.30</u>
Net change by previously authorized Change Orders	<u>\$114,570.41</u>
The Contract Sum prior to this change order	<u>\$5,210,929.71</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$12,804.48</u>
The new Contract Sum including this change order	<u>\$5,223,734.19</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

Darryl Seals
ENGINEER/
DIRECTOR OF PUBLIC WORKS

9-10-20
DATE

PORTZEN CONST
CONTRACTOR
Dem Heibang
BY

9-2-20
DATE
Project Manager
TITLE

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: September 15, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

Aly Rto
City Administrator Approval

AGENDA TITLE: Resolution #209-2020. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2020 RFP #1 City Hall Driveway Widening Project.

Public hearing required if this box is checked.

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution #209-2019.

DISCUSSION: During construction of the widening unit a 2" steel gas line was located where the cut off footing was to be installed and parts of a foundation wall. In order to complete the project the widening unit was increased in width by 20". This widening resulted in increasing the project total quantities.

Change Order #1 increases the contract amount by \$2,343.00 for gas main and wall conflict, moved footing and widened pavement, bringing the total contract amount to \$10,983.00.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Source of Funds: Road Use Fund Balance

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #209-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2020 RFP #1 CITY HALL DRIVEWAY WIDENING PROJECT

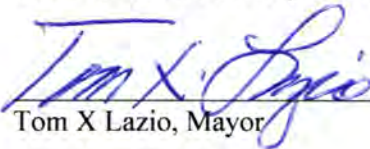
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on July 30, 2020 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$2,343.00. The total new contract sum is \$10,983.00. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The City Hall Driveway Widening Project (2020 RFP #1) is hereby accepted as complete, and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$2,775.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of September, 2020.

CITY OF OTTUMWA, IOWA


Tom X Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



**Section 640
CHANGE ORDER**

Project: RFP #1 City Hall Drive Widening

To Contractor: DC CONSTRUCTION

Change Order Number: 1

The Contract is changed as follows:

Gas Main and Wall conflict, moved footing, widened pavement

DATE

\$2,343.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total: \$2,343.00

Base bid amount \$8,640.00

NEW PROJECT TOTAL \$10,983.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$8,640.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$8,640.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$2,343.00</u>
The new Contract Sum including this change order	<u>\$10,983.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

Harry Seals
ENGINEER/
DIRECTOR OF PUBLIC WORKS

9/10/2020
DATE

DC CONSTRUCTION
CONTRACTOR
Quint Johnson
BY

9/10/2020
DATE
CO-owner
TITLE

RFP #1 City Hall Drive Widening

		DC CONSTRUCTION		AS BUILT		EXTENSION		QUANTITY OVER/UNDER		% OF CONTRACT	
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER			
2	9/3/2020										
1	PAVEMENT REMOVAL	SY	8.5	\$20.00	\$170.00	8.5	\$170.00	\$0.00	100.00%		
2	7" PCC PAVEMENT, W/6" INTEGRAL CURB	SY	35	\$242.00	\$8,470.00	35	\$8,470.00	\$0.00	100.00%		
	PAVEMENT WIDENING DUE TO UNDERGROUND CONFLICTS	SY		\$150.00	\$0.00	15.62	\$2,343.00	\$2,343.00			
				TOTAL	\$8,640.00						
				ASBUILT TOTAL			\$10,983.00				
								\$2,343.00			

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: RFP #1 City Hall Drive Widening

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: DC CONSTRUCTION

PAY PERIOD: 3-Sep-20

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$8,640.00
2. Net change by Change Orders	\$2,343.00
3. Contract Sum to Date (Line 1+ Line 2)	\$10,983.00
4. Total Completed and Stored to Date	\$10,983.00
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$10,983.00
7. Less Previous Payments	\$8,208.00
8. Current Payment Due	\$2,775.00

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: DC Concrete Construction LLC

DATE: 9/10/2020

BY: Dustin Jeffery

TITLE: Co-owner

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$2,775.00

DATE: _____

ENGINEER/DIRECTOR OF PUBLIC WORKS

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: September 15, 2020

Public Works Department
Department

Chad Carlson
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approving the replacement of the Water Pressure Governor and Message Panel on the 2003 American LaFrance Pumper Fire Truck for an estimated price of \$11,125.00.

RECOMMENDATION: Approve the repair of the water pressure governor and message panel for Truck number 317 by Emergency Apparatus Maintenance Inc. of Lino Lakes, Minnesota for an estimate price of \$11,125.00.

DISCUSSION: Fire Truck #317 is a 2003 American LaFrance Pumper Truck. This truck has experienced a failure of the water pressure governor which communicates to a remote message center (ECU) which maintains water pressure throughout various volumes of use by varying engine RPM, it also allows monitoring of critical engine functions during active use from the outside control station area. Due to the age of the equipment the original parts are not available and required the purchase of both the governor and message center to allow continued operation.

This system will require the installment by a specialized technician, none of whom are local. The cost of the materials is \$3,570.00. It is estimated that it will require 40 hours of labor to remove the old system and install the new system. The labor cost is estimated at \$5,930.00. Travel expenses for a technician to travel and stay is estimated at \$1,625.00. In all, the total of this repair is estimated between \$11,125.00 and 12,125.00 depending on programing cost.

Fire Truck #317 has 107,592 miles and 9,414 hours of operations as of 7/30/2020.

Fire Department has three fire engines that are in need of evaluation for replacement or refurbishment but have been deferred for past funding considerations.

Source of funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #210-2020

A RESOLUTION APPROVING THE REPLACEMENT OF THE WATER PRESSURE GOVERNOR ON THE 2003 AMERICAN LAFRANCE PUMPER FIRE TRUCK FOR AN ESTIMATED PRICE OF \$11,125.00.

WHEREAS, Truck #317 is a 2003 American LaFrance Pumper Truck and is part of the Ottumwa Fire Departments Fleet; and

WHEREAS, The Water Pressure Governor that regulates engine RPM based on water demand has failed and is need of replacement; and

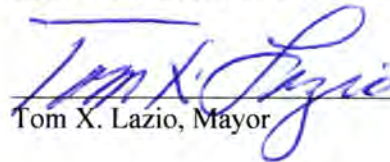
WHEREAS, A quote for the repair has been made by Emergency Apparatus Maintenance Inc. for an estimated price of \$11,125.00; and

WHEREAS, There may be additional programming fees up to \$1,000.00.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The repair of the Water Pressure Governor and Message Panel by Emergency Apparatus Maintenance Inc. for the estimated cost of \$11,125.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of August 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: September 15, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

Rly Rtr
City Administrator Approval

AGENDA TITLE: Resolution #212-2020. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for 2020 RFP #3 Sewer Lateral Connection.

****Public hearing required if this box is checked. ****

****The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.****

RECOMMENDATION: Pass and adopt Resolution #212-2020.

DISCUSSION: An existing sanitary sewer lateral had to be relocated and reconnected when it was discovered that it had previously been connected to a storm intake line that had been abandoned during a Phase V Division II separation project. The actual location of the lateral was four feet further from the manhole or connection point which increased both line length and pavement removal and replacement.

This project consisted of saw cutting, removal and disposal of approximately 49 SY of pavement (PCC and HMA), excavating and locating existing sewer lateral, installing a drop connection in an existing concrete manhole, re-routing and connecting new 6" PVC lateral to manhole

Change Order #1 increases the contract amount by \$1,320.00 for quantity adjustments bringing the total contract amount to \$16,170.00.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Source of Funds: Sewer Fund Balance

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #212-2020
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR 2020 RFP #3 SEWER LATERAL CONNECTION

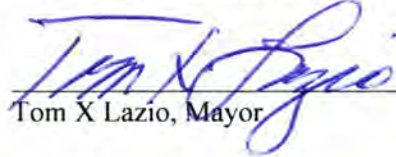
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on August 18, 2020 with Drish Construction of Fairfield, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$1,320.00. The total new contract sum is \$16,170.00. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The 2020 RFP #3 Sewer Lateral Connection is hereby accepted as complete, and authorization to make final payment to Drish Construction of Fairfield, Iowa in the amount of \$2,062.50 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of September, 2020.

CITY OF OTTUMWA, IOWA



Tom X Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



**Section 640
CHANGE ORDER**

Project: RFP #3 Sewer Lateral Connection

To Contractor: DRISH CONSTRUCTION

Change Order Number: 1

The Contract is changed as follows:

Quantity Adjustments

DATE

\$1,320.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total: \$1,320.00

Base bid amount \$14,850.00

NEW PROJECT TOTAL \$16,170.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was \$14,850.00

Net change by previously authorized Change Orders \$0.00

The Contract Sum prior to this change order \$14,850.00

The Contract Sum will be increased by this change order in the amount of \$1,320.00

The new Contract Sum including this change order \$16,170.00

The Contract Time will be unchanged by 0 days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

Larry Seal
ENGINEER/
DIRECTOR OF PUBLIC WORKS

9-10-2020
DATE

DRISH CONSTRUCTION
CONTRACTOR

BY Miranda Oyl

9-10-2020
DATE

project manager
TITLE

RFP #3 Sewer Lateral Connection									
2									
9/9/2020									
ITEM	DESCRIPTION	DRISH CONSTRUCTION UNIT	QTY	PRICE	EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
1	PAVEMENT REMOVAL	SY	45	\$40.00	\$1,800.00	49	\$1,960.00	\$160.00	108.89%
2	SEWER LATERAL INSTALLATION	LF	35	\$150.00	\$5,250.00	39	\$5,850.00	\$600.00	111.43%
3	INTERNAL DROP CONNECTION	EA	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$0.00	100.00%
4	8" PCC PAVEMENT	SY	45	\$140.00	\$6,300.00	49	\$6,860.00	\$560.00	108.89%
TOTAL					\$14,850.00		\$16,170.00	\$1,320.00	
ASBUILT TOTAL									

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: RFP #3 Sewer Lateral Connection

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: DRISH CONSTRUCTION

PAY PERIOD: 9-Sep-20

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$14,850.00</u>
2. Net change by Change Orders	<u>\$1,320.00</u>
3. Contract Sum to Date (Line 1± Line 2)	<u>\$16,170.00</u>
4. Total Completed and Stored to Date	<u>\$16,170.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$16,170.00</u>
7. Less Previous Payments	<u>\$14,107.50</u>
8. Current Payment Due	<u>\$2,062.50</u>

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Drish Construction

DATE: 9-10-2020

BY: Miranda Ogl

TITLE: project manager

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$2,062.50

ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: _____

CORE DRILL EXISTING MANHOLE
INSTALL DROP CONNECTION PER
SUDAS SW-308

INSTALL NEW 6" PVC LATERAL

PROPOSED REMOVAL LIMITS FOR
OPEN CUT TO MANHOLE.

SEE SUDAS PV-101 AND 7040.101 FOR
JOINTING AND BAR DETAILS.

ABANDONED STM LINE

MEASURED JUST UNDER 31'
ROUNDED UP TO 35'

39' LF INSTALLED

BOTTNOTT REMAINS

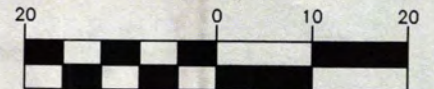
LATERAL TO BE ABANDONED IN PLACE.
PLUG END PRIOR TO BACKFILLING.

EXCAVATE AND INTERCEPT LATERAL. SEVER EXISTING,
CONNECT NEW 6" PVC LATERAL TO EXISTING.
PLUG ABANDONED PORTION OF LATERAL.

MATCH EXISTING

ACTUAL LOCATION

EXISTING LATERAL FOR
522 RICHMOND



1 Inch = 20 ft.