



Strand Associates, Inc.®

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Ames, IA 50010

(P) 515.233.0000

www.strand.com

June 19, 2024

Mayor Brett DeVore
City of Oelwein
20 2nd Avenue Southwest
Oelwein, IA 50662

Mayor and City Council
City of Oelwein
20 2nd Avenue Southwest
Oelwein, IA 50662

Re: Oelwein NE Sanitary Sewer Improvements
Contract 2-2023
City of Oelwein, Iowa (OWNER)

Dear Mayor DeVore and City Council:

In accordance with Article 15.06 of the General Conditions, this letter serves as our recommendation of final payment for the Oelwein NE Sanitary Sewer Improvements project. Enclosed is the following for City Council Action:

1. Change Order No. 4 (final quantity adjustments)
2. Notice of Acceptability of Work
3. Contractor's Application for Payment No. 7 (releases the project retainage after 30 days of Council approval)

A final inspection in accordance with Article 15.05 of the General Conditions occurred on April 24, 2024. Based upon our observation of the Work during construction and final inspection, and our review of the final Application for Payment and accompanying documentation, it appears the Work has been satisfactorily completed. Therefore, we recommend final payment of the amount indicated in the enclosed final Application for Payment.

Furthermore, in accordance with Article 15.06 the General Conditions and in support of our recommendation of payment of the final Application for Payment, this letter also provides our written notice to OWNER and CONTRACTOR (by copy of this letter) that the Work is acceptable, subject to stated limitations in this notice and to the provisions of Article 15.07 of the General Conditions.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at April 12, 2024 and established the Correction Period for the Work, as defined in Article 15.08 of the General Conditions and amended in Article SC-15.08 of the Supplemental Conditions. A review of the Work will be scheduled with OWNER during the Correction Period, or within two years of the date of Substantial Completion, whichever occurs first, to evaluate the Work for items that may require correction under the terms of the Contract.

Mayor Brett DeVore
City Council
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June 19, 2024

Please call 515-233-0000 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



John M. Gade, P.E.

Enclosure

c/enc.: Lincoln Taylor, Dave Schmitt Construction Co., Inc.
Matt Yentz, Strand Associates, Inc.®

CHANGE ORDER NO. 4

ADJUSTMENT OF FINAL PROJECT QUANTITIES
 OELWEIN NE SANITARY SEWER IMPROVEMENTS
 OELWEIN, IOWA

Bid Item No.	Description	Contract Information						Work Completed	
		Item Quantity (Original)	Original Quantity + Previous Change Orders	Adjustment of Final Quantities Change Order No. 4	Units	Unit Price (\$)	Value of Bid Item Original (\$)	Value of Bid Item Original + Previous Change Orders (\$)	Adjustment of Contract Value (\$)
2.06	REMOVAL OF STRUCTURE, SANITARY MANHOLE	11	11	(3)	EA	\$ 1,098.00	\$ 12,078.00	\$ 12,078.00	(3,294.00)
3.01	TRENCH FOUNDATION	300	300	(300)	T	\$ 23.40	\$ 7,020.00	\$ 7,020.00	(7,020.00)
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100	100	(100)	CY	\$ 40.30	\$ 4,030.00	\$ 4,030.00	(4,030.00)
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-IN	25	50	1	LF	\$ 69.60	\$ 1,740.00	\$ 3,480.00	69.60
4.04	SANITARY SEWER SERVICE, PVC WYE AND CONNECTION TO EXISTING	26	28	(1)	EA	\$ 1,237.00	\$ 32,162.00	\$ 34,636.00	(1,237.00)
4.05	CONNECT PROPOSED SANITARY PIPE TO EXISTING PIPE	10	13	(1)	EA	\$ 316.00	\$ 3,160.00	\$ 4,108.00	(316.00)
4.06	SANITARY SEWER SERVICE, PVC	459	473	(123.5)	LF	\$ 94.00	\$ 43,146.00	\$ 44,462.00	(11,609.00)
4.10	SANITARY SEWER GRAVITY MAIN, TRENCHED, 10-IN	25	38	(5)	LF	\$ 69.60	\$ 1,740.00	\$ 2,644.80	(348.00)
7.01	REMOVAL OF SIDEWALK	21	21	1.1	SY	\$ 21.00	\$ 441.00	\$ 441.00	23.10
7.02	REMOVAL OF DRIVEWAY, PCC	38	38	30	SY	\$ 34.90	\$ 1,326.20	\$ 1,326.20	1,047.00
7.03	REMOVAL OF CURB AND GUTTER	70	70	23	LF	\$ 21.00	\$ 1,470.00	\$ 1,470.00	483.00
7.05	SIDEWALK, PCC, 4-IN	8	8	0.8	SY	\$ 79.90	\$ 639.20	\$ 639.20	63.92
7.06	SIDEWALK RAMP, PCC, 6-IN	33	33	0.6	SY	\$ 76.50	\$ 2,524.50	\$ 2,524.50	45.90
7.08	DRIVEWAY, PAVED, PCC, 6-IN	55	18	(4.8)	SY	\$ 75.30	\$ 4,141.50	\$ 1,355.40	(361.44)
7.09	DRIVEWAY, GRANULAR	80	80	(80)	SY	\$ 13.20	\$ 1,056.00	\$ 1,056.00	(1,056.00)
7.10	PCC CURB AND GUTTER	70	70	(43.5)	SY	\$ 143.00	\$ 10,010.00	\$ 10,010.00	(6,220.50)
7.11	PAVEMENT, HMA, 6-IN	5,141	5198	7	SY	\$ 46.80	\$ 240,598.80	\$ 243,266.40	327.60
9.03	FILTER SOCK, 8-IN	500	500	(500)	LF	\$ 3.00	\$ 1,500.00	\$ 1,500.00	(1,500.00)
9.04	FILTER SOCKS, REMOVAL	500	500	(500)	LF	\$ 1.00	\$ 500.00	\$ 500.00	(500.00)
Value of Project Adjustment of Quantities from Original Contract and Previous Change Orders									(35,431.82)

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Oelwein
Engineer: Strand Associates, Inc.® Engineer's Project No.: 7038.031
Contractor: Dave Schmitt Construction Co., Inc.
Project: Oelwein NE Sanitary Sewer Improvements
Contract Name: 2-2023
Notice Date: June 24, 2024 Effective Date of the Construction Contract: May 18, 2023

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated April 27, 2023 ("Owner-Engineer Agreement").

The work was completed on April 12, 2024. The Contract completion date is October 1, 2024.

The total amount due to the Contractor for the fulfillment of said Contract is \$1,200,518.98 minus any Council determined set-offs.

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after acceptance of the construction by the Owner. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the Owner provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the Owner.

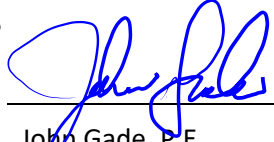
This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an

assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Signed:

Strand Associates, Inc.®
By (signature): 
Name (printed): John Gade, P.E.
Date: 6/16/2024
Title: Project Manager
Iowa Registration No.: 16015

Accepted by:

Owner: _____
Resolution: _____
Signed: _____
Title: _____
Date: _____
Attest: _____

Distribution:

Engineer
Contractor
Owner
IDNR Wastewater Section
Upper Explorerland Regional Planning Commission


Contractor's Application for Payment

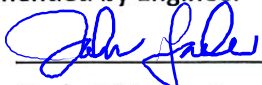
Owner: <u>City of Oelwein</u>	Owner's Project No.: _____
Engineer: <u>Strand Associates, Inc.®</u>	Engineer's Project No.: <u>7038.015</u>
Contractor: <u>Dave Schmitt Construction</u>	Contractor's Project No.: _____
Project: <u>Oelwein NE Sanitary Sewer Improvements</u>	
Contract: <u>2-2023</u>	

Application No.: 7 **Application Date:** 6/24/2024
Application Period: From 5/21/2024 to 6/24/2024

1. Original Contract Price		\$ 1,218,960.50
2. Net change by Change Orders		\$ (18,441.52)
3. Current Contract Price (Line 1 + Line 2)		\$ 1,200,518.98
4. Total Work completed and materials stored to date (Sum of Column I Lump Sum Total and Column L Unit Price Total)		\$ 1,200,518.98
5. Retainage		
a. <u>0%</u> X <u>\$ 1,200,518.98</u> Work Completed =		\$ -
b. <u>0%</u> X <u>\$ -</u> Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ -
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 1,200,518.98
7. Less previous payments (Line 6 from prior application)		\$ 1,138,147.86
8. Amount due this application		\$ 62,371.12
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ -

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Dave Schmitt
Signature:  **Date:** 6/19/24

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: <u>6/19/2024</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: <u>City Administrator</u>
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Onwain
 Engineer: Strand Associates, Inc.*
 Contractor: Dave Schmitt Construction
 Project: Onwain NE Sanitary Sewer Improvements
 Contract: 2-2023

Owner's Project No.:
 Engineer's Project No.: 7038.015
 Contractor's Project No.:

Application No.:		Application Period:		From		to		Application Date:								
7				05/21/24		06/24/24		06/24/24								
A	B	C	D	E	F	G	H	I	J	K	L	M	N			
Bid Item No.	Description	Contract Information				Quantity + Change Order	Units	Unit Price (\$)	Value of Bid Item Original (C X F) (\$)	Value of Bid Item Original + CO (D X F) (\$)	Work Completed		Materials Currently Stored (not in I) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / H) (%)	Balance to Finish (L-H) (\$)
		Item Quantity (Original)	Change Order No.1	Change Order No.2	Change Order No.3						Change Order No.4	Estimated Quantity Incorporated in the Work				
2.01	TOPSOIL STRIP, STOCKPILE, AND RESPREAD	1				1	LS	\$ 33,139.00	\$ 33,139.00	\$ 33,139.00	1.00	33,139.00	33,139.00	100%	\$ -	
2.02	EXCAVATION FOR ROADWAY	1,231				1,231	CY	\$ 13.30	\$ 16,372.30	\$ 16,372.30	1,231.00	16,372.30	16,372.30	100%	\$ -	
2.03	GRANULAR SUBBASE, FURNISH	6361			-60	6301	SY	\$ 9.05	\$ 57,567.05	\$ 57,024.05	6,301.00	57,024.05	57,024.05	100%	\$ -	
2.04	SUBGRADE PREPARATION, 12-IN	6361			-60	6301	SY	\$ 2.85	\$ 18,128.85	\$ 17,957.85	6,301.00	17,957.85	17,957.85	100%	\$ -	
2.05	SUBGRADE TREATMENT, GEOGRID (TYPE 1)	6361			-60	6301	SY	\$ 1.70	\$ 10,813.70	\$ 10,711.70	6,301.00	10,711.70	10,711.70	100%	\$ -	
2.06	REMOVAL OF STRUCTURE, SANITARY MANHOLE	11				8	EA	\$ 1,098.00	\$ 12,788.00	\$ 8,784.00	8.00	8,784.00	8,784.00	100%	\$ -	
3.01	TRENCH FOUNDATION	300				0	T	\$ 23.40	\$ 7,020.00	\$ -	-	-	-	-	\$ -	
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100				-100	0	CY	\$ 40.30	\$ 4,030.00	\$ -	-	-	-	\$ -	
3.03	TRENCH COMPACTION TESTING	1				1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	1.00	7,500.00	7,500.00	100%	\$ -	
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-IN	25	10			15	1	51	LF	\$ 69.60	\$ 1,740.00	\$ 3,540.60	51.00	3,540.60	100%	\$ -
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, 12-IN	1730	50	6		1786	LF	\$ 136.50	\$ 236,145.00	\$ 243,789.00	1,786.00	243,789.00	243,789.00	100%	\$ -	
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, 15-IN	251				251	LF	\$ 122.50	\$ 30,747.50	\$ 30,747.50	251.00	30,747.50	30,747.50	100%	\$ -	
4.04	SANITARY SEWER SERVICE, PVC WYE AND CONNECTION TO EXISTING	26	1	1		-1	27	EA	\$ 1,237.00	\$ 32,162.00	\$ 33,399.00	27.00	33,399.00	100%	\$ -	
4.05	CONNECT PROPOSED SANITARY PIPE TO EXISTING PIPE	10	3			-1	12	EA	\$ 316.00	\$ 3,160.00	\$ 3,792.00	12.00	3,792.00	100%	\$ -	
4.06	SANITARY SEWER SERVICE, PVC	459	5	9		-123.5	349.5	100	LF	\$ 94.00	\$ 43,146.00	\$ 32,853.00	349.50	32,853.00	100%	\$ -
4.07	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 15-IN	100				100	LF	\$ 869.00	\$ 86,900.00	\$ 86,900.00	100.00	86,900.00	86,900.00	100%	\$ -	
4.08	BYPASS PUMPING	1				1	LS	\$ 43,577.00	\$ 43,577.00	\$ 43,577.00	1.00	43,577.00	43,577.00	100%	\$ -	
4.09	SANITARY SEWER CIPP, 10-IN O.D.	371				371	LF	\$ 110.00	\$ 40,810.00	\$ 40,810.00	371.00	40,810.00	40,810.00	100%	\$ -	
4.10	SANITARY SEWER GRAVITY MAIN, TRENCHED, 10-IN	25		13		-5	33	LF	\$ 69.60	\$ 1,740.00	\$ 2,296.80	33.00	2,296.80	100%	\$ -	
6.01	MANHOLE, SANITARY SEWER, SW-301, 48-IN	10				10	EA	\$ 5,387.00	\$ 53,870.00	\$ 53,870.00	10.00	53,870.00	53,870.00	100%	\$ -	
6.02	CONNECT TO EXISTING STRUCTURE	2				2	EA	\$ 3,700.00	\$ 7,400.00	\$ 7,400.00	2.00	7,400.00	7,400.00	100%	\$ -	
7.01	REMOVAL OF SIDEWALK	21				1.1	22.1	SY	\$ 21.00	\$ 441.00	\$ 464.10	22.10	464.10	100%	\$ -	
7.02	REMOVAL OF DRIVEWAY, PCC	38				30	68	SY	\$ 34.90	\$ 1,326.20	\$ 2,373.20	68.00	2,373.20	100%	\$ -	
7.03	REMOVAL OF CURB AND GUTTER	70				23	93	LF	\$ 21.00	\$ 1,470.00	\$ 1,953.00	93.00	1,953.00	100%	\$ -	
7.04	REMOVAL OF PAVEMENT	5,641			-60	5581	SY	\$ 4.90	\$ 27,640.90	\$ 27,346.90	5,581.00	27,346.90	27,346.90	100%	\$ -	
7.05	SIDEWALK, PCC, 4-IN	8				0.8	8.8	SY	\$ 79.50	\$ 699.20	\$ 703.12	8.80	703.12	100%	\$ -	
7.06	SIDEWALK RAMP, PCC, 6-IN	33				0.6	33.6	SY	\$ 76.50	\$ 2,524.50	\$ 2,570.40	33.60	2,570.40	100%	\$ -	
7.07	DETECTABLE WARNINGS	40				40	SF	\$ 40.00	\$ 1,600.00	\$ 1,600.00	40.00	1,600.00	1,600.00	100%	\$ -	
7.08	DRIVEWAY, PAVED, PCC, 6-IN	55		-37		-4.8	13.2	SY	\$ 75.30	\$ 4,141.50	\$ 993.96	13.20	993.96	100%	\$ -	
7.09	DRIVEWAY, GRANULAR	80				-80	0	SY	\$ 13.20	\$ 1,056.00	\$ -	-	-	-	\$ -	
7.10	PCC CURB AND GUTTER	70				-43.5	26.5	SY	\$ 143.00	\$ 10,010.00	\$ 3,789.50	26.50	3,789.50	100%	\$ -	
7.11	PAVEMENT, HMA, 6-IN	5,141		57		7	5205	SY	\$ 46.80	\$ 240,598.80	\$ 243,594.00	5,205.00	243,594.00	100%	\$ -	
7.12	PAVEMENT, PCC, 7-IN	758			-60	698	SY	\$ 61.00	\$ 42,578.00	\$ 42,578.00	698.00	42,578.00	42,578.00	100%	\$ -	
8.01	TEMPORARY TRAFFIC CONTROL	1				1	LS	\$ 31,453.00	\$ 31,453.00	\$ 31,453.00	1.00	31,453.00	31,453.00	100%	\$ -	
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 1	1				1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	1.00	8,000.00	8,000.00	100%	\$ -	
9.02	EROSION CONTROL MULCHING, HYDRMULCHING	1				1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	1.00	8,000.00	8,000.00	100%	\$ -	
9.03	FILTER SOCK, 8-IN	500				-500	0	LF	\$ 3.00	\$ 1,500.00	\$ -	-	-	-	\$ -	
9.04	FILTER SOCKS, REMOVAL	500				-500	0	LF	\$ 1.00	\$ 500.00	\$ -	-	-	-	\$ -	
11.01	MOBILIZATION	1				1	LS	\$ 34,029.00	\$ 34,029.00	\$ 34,029.00	1.00	34,029.00	34,029.00	100%	\$ -	
11.02	MAINTENANCE OF POSTAL SERVICE	1				1	LS	\$ 1,526.00	\$ 1,526.00	\$ 1,526.00	1.00	1,526.00	1,526.00	100%	\$ -	
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	1				1	LS	\$ 1,176.00	\$ 1,176.00	\$ 1,176.00	1.00	1,176.00	1,176.00	100%	\$ -	
11.04	STREAM CROSSING	1				1	LS	\$ 47,044.00	\$ 47,044.00	\$ 47,044.00	1.00	47,044.00	47,044.00	100%	\$ -	
Original Contract Totals									\$ 1,218,960.50	\$ 1,193,666.98	\$ 1,193,666.98	\$ -	\$ 1,193,666.98	100%	\$ -	
Change Order Added Items																
CO.01	RELOCATION OF MH-40A				1		LS	\$ 1,652.00	\$ 1,652.00	\$ 1,652.00	1.00	1,652.00	1,652.00	100%	\$ -	
CO2.01	INTERNAL MANHOLE DROP				1		EA	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	1.00	2,200.00	2,200.00	100%	\$ -	
CO3.01	REMOVAL OF CONCRETE COLLAR				1		EA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	1.00	3,000.00	3,000.00	100%	\$ -	
Change Order Added Items Totals									\$ 6,852.00	\$ 6,852.00	\$ 6,852.00	\$ -	\$ 6,852.00	100%	\$ -	
Original Contract and Change Orders																
Project Totals									\$ 1,200,518.98	\$ 1,200,518.98	\$ 1,200,518.98	\$ -	\$ 1,200,518.98	100%	\$ -	