

AGENDA
DRAINAGE DISTRICT 9 COMPLETION HEARING
Wednesday, June 2, 2021 10:00 AM
Large Conference Room, Lower Level of Courthouse
This meeting will be held electronically and in-person due to Covid-19 concerns.
To access the meeting call: 1-(312)-626-6799, when prompted enter meeting
ID code: 820 7567 2007
You can also access the meeting online at:
<https://us02web.zoom.us/j/82075672007>

1. Open Meeting
2. Approve Agenda
3. Introductions/Attendance
4. Open Public Hearing
5. Verify Publication
Published in the Times-Citizen on May 19, 2021.
6. Explanation Of Project

Documents:

[DD 9 WO 229 - 6735.1 COMPLETION REPORT UPPER MAIN TILE DIVERSION
04_26_21.PDF](#)

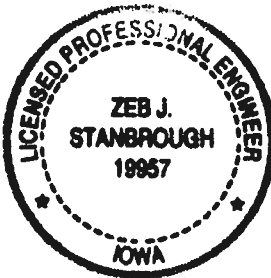
7. Written Or Verbal Comments/Discussion
8. Damage Claims
9. Close Public Hearing
10. Possible Action
Approve Completion of Project
Approve Final Pay Estimate
Approve Damage Claims
11. Other Business
12. Adjourn Meeting

HARDIN COUNTY, IOWA

2021



**COMPLETION REPORT
ON
UPPER MAIN TILE
DIVERSION
DRAINAGE DISTRICT 9
HARDIN COUNTY,
IOWA**



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

Zeb J. Stanbrough PE
ZEB J. STANBROUGH, P.E.

4-21-2021
DATE

LICENSE NUMBER: 19957
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021
PAGES OR SHEETS COVERED BY THIS SEAL:
SHOWN ON TABLE OF CONTENTS



CLAPSADDLE-GARBER ASSOCIATES OFFICE LOCATIONS

16 East Main Street, PO Box 754 | Marshalltown, IA 50158
1523 S. Bell Avenue, Suite 101 | Ames, IA 50010
5106 Nordic Drive | Cedar Falls, IA 50613
739 Park Avenue | Ackley, IA 50601
511 Bank Street | Webster City, IA 50595

Project Office
739 Park Avenue
Ackley, IA. 50601
Phone: 641-847-3273
Fax: 641-847-2303

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Project Timeline

The Hardin County Board of Supervisors, acting as District Trustees, requested Clapsaddle-Garber Associates to investigate and report concerning repairs or improvements to the Main tile, Drainage District 9. As a result, Clapsaddle-Garber Associates generated an Engineer's Report dated April 30, 2019 summarizing past improvements and repairs, investigating the necessity and feasibility of repairs or improvements to the Main tile, and presenting opinions of construction costs associated with said repair or improvements. The Engineer's report was presented at a meeting with the District Trustees and a hearing concerning said report was conducted on May 22, 2019. As requested, Clapsaddle-Garber Associates generated a Supplement to Engineer's Report date June 3, 2019 on Repairs or Improvements to Main Tile, Drainage District 9. The Supplement to Engineer's report was presented at a meeting with the District Trustees and a hearing concerning said report was conducted on June 19, 2019. As a result, the Trustees authorized Clapsaddle-Garber Associates to proceed with completion of project plans and specifications for the Upper Main Tile Diversion option presented in said report and proceed with a bid letting.

Clapsaddle-Garber Associates completed the authorized plans and specifications and a bid letting date of March 25, 2020 was set. The project was advertised, and bids were received from qualified contractors. The following bids for said diversion (RCP alternate) to this district were received:

	Contractor	Bid Amount
1.	Gehrke Inc. of Osage	\$122,180.00
2.	Nettleton Excavating, Inc. of Joice	\$134,820.00
3.	Hall Backhoe & Tiling of Roland	\$178,274.60
4.	Mort's Water Company of Latimer	\$256,106.90
5.	Farm Tile Pro of Osage	\$---,---.--

The District Trustees identified Gehrke Inc. as the lowest responsible bidder for the joint project and awarded the project to them. The contract was signed on April 15, 2020. Construction activities were started on October 20, 2020. During the construction period, the weather was favorable for construction, and substantial completion was achieved on November 11, 2020 (approximately 7 weeks before the contract completion date).

Project Deviations

This project followed the authorized plans and specifications well, with the following deviations (for reference see as-built plan sheets included in Appendix V):

1. During construction, the contractor requested to use an agricultural style spoon installation method (where contractor feels soil conditions allow) instead of municipal style rock bedding and backfill installation method that are required by the project plan and specifications. The Board of Trustees agreed with this change. This resulted in a decrease of \$5,000 and no change to the substantial completion date.
2. During construction, the contractor discovered that the junction of the Main tile and Lateral tiles was not west of the existing railroad right of way, but was inside said right of way. Therefore, the Lateral tiles required approximately 90 feet to 110 feet of 8 inch dual wall HDPE tile rerouting to stay outside of said railroad right of way. This resulted in an increase of \$3,500.00 and no change to the substantial completion date.
3. During construction, it was found that the quantities needed for several items (i.e. private tile connections, locating private tile, tile removal, Rip-Rap, hickenbottom intake, exploratory excavation, plug existing tile, etc) were different than those anticipated in the estimated quantities for the project. This resulted in a decrease of \$3,111.60 and no change to the substantial completion date.

Final Project Costs

The final project costs for construction (for reference see final pay estimate included in Appendix W) and engineering (not including reports or reclassification) are estimated at \$154,568.40, which is approximately \$33,230.00 less than those presented at the hearing. These costs may vary depending upon any damage claims brought forth at the completion hearing. Pending no claims, the costs are as detailed below:

Upper Main Tile Diversion	Project as bid by Contractor	\$122,180.00
	Item #1 (above)	(-) \$5,000.00
	Item #2 (above)	(+) \$3,500.00
	Item #3 (above)	(-) \$3,111.60
	Engineering	(+) \$37,000.00
	TOTAL PROJECT COST	\$154,568.40

The total project cost is below those opinions of cost contained within said Engineer's Report, but so was the project scope. The jet cleaning and CCTV of the Main tile downstream of the project limits was not performed due to time constraints of railroad permitting. It should be noted that the above costs do not include any administrative costs, legal costs, interest on construction warrants, or damage claims.

Damages

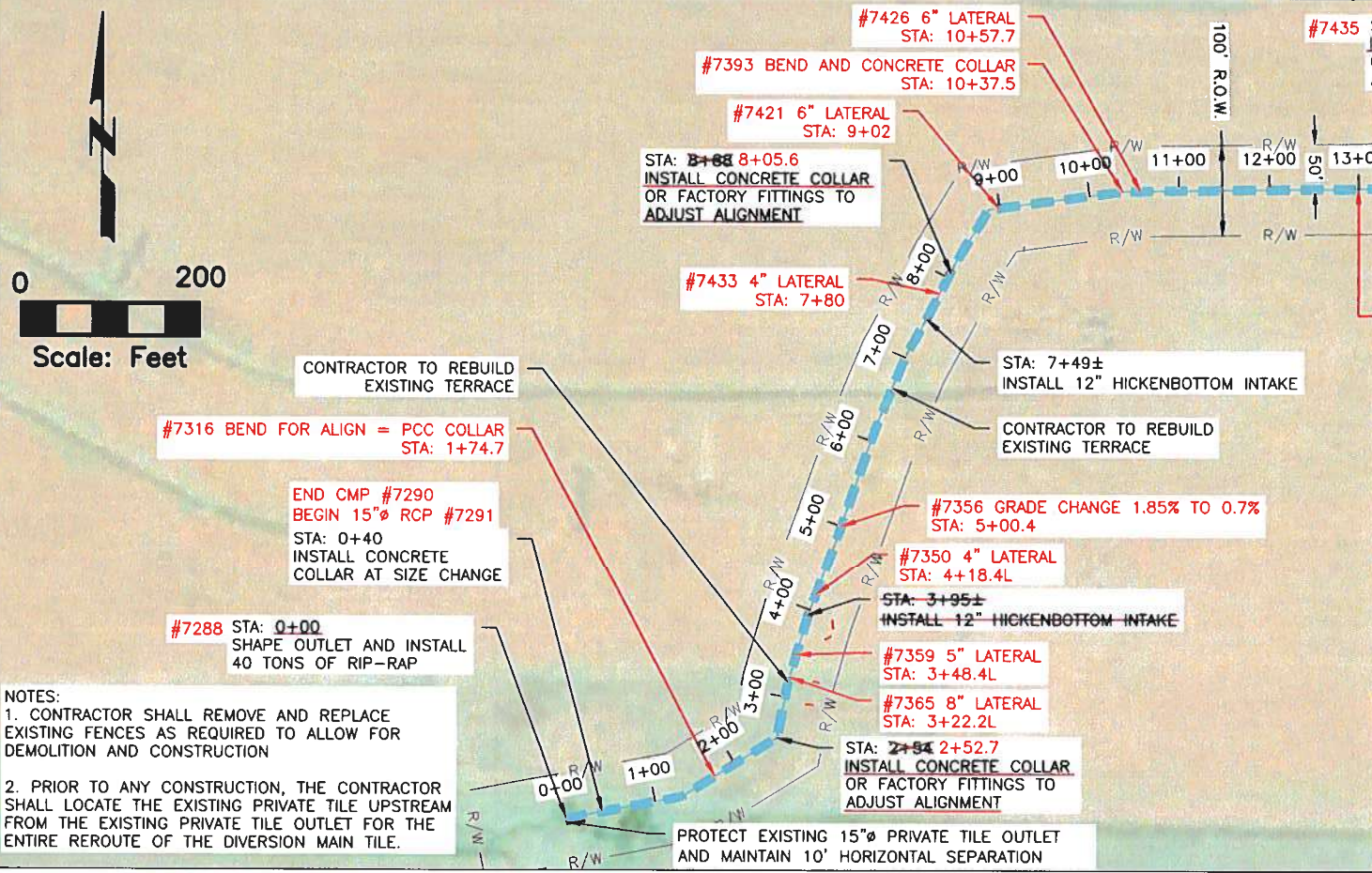
During construction, fences were removed at one location by the contractor. The contractor did not repair these as they indicated that the tenant did not want them repaired.

Property Owner	Fence Damage (feet)
Ronald Sailer	25
Tom & Sheryl Roberts, Trust	25

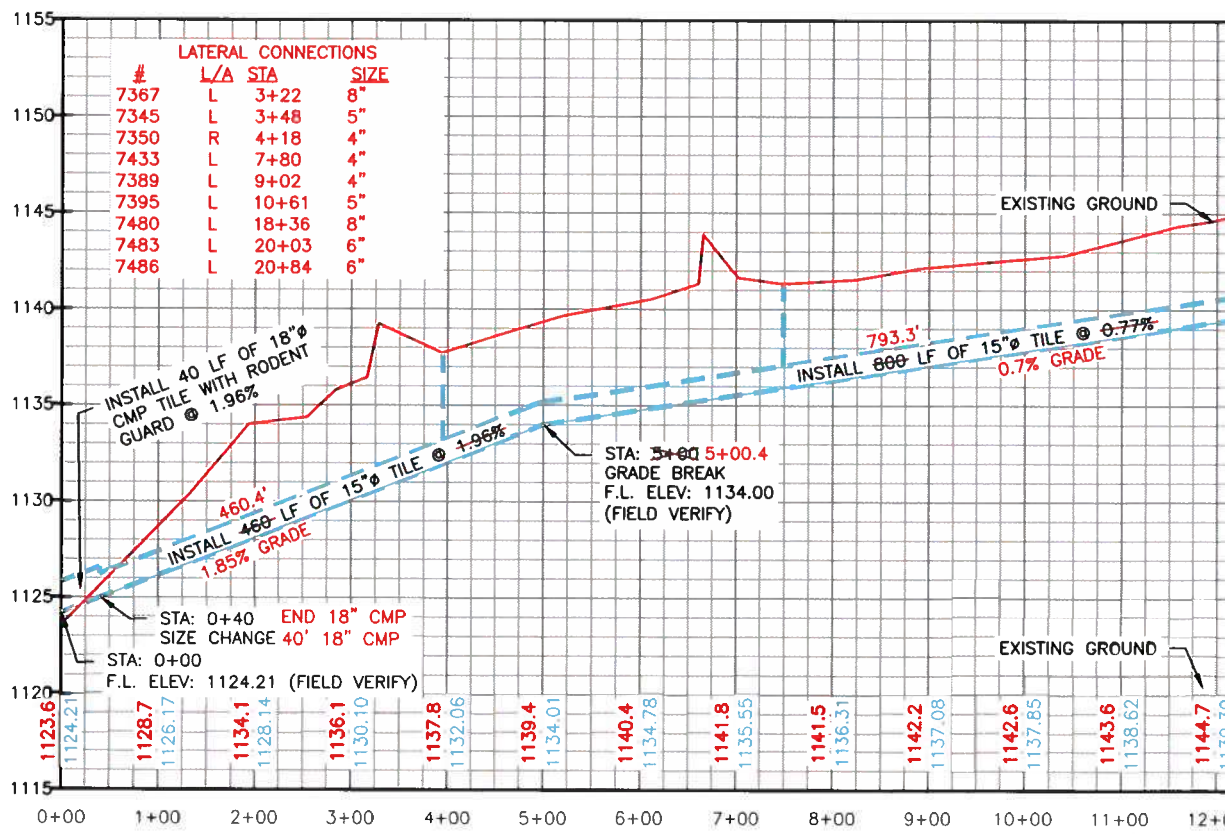
It should also be noted that in addition to the above, there may be additional landowners or tenants who file damage claims. It is our recommendation that those claims (if filed) be evaluated individually.

Pending Items

As of the writing of this report, this project is complete (including punchlist items) in general accordance with the authorized plans and specifications and lien waivers for suppliers have been submitted by the general contractor (for reference see Appendix X). After the completion hearing, final payment of \$16,346.84 needs to be authorized by the Trustees. It is our recommendation that the project be accepted. We also recommend that the entire project be walked and reviewed just prior to the expiration of the contract warranty period for any warranty items that may need to be remedied by the contractor. It should be noted that if the Trustees decide to have Clapsaddle-Garber Associates exercise this recommendation, there are no engineering fees included in the above Final Project Costs to cover this service. In addition it is our recommendation that for the portion of the Main tile in the railroad right of way at the downstream limits of investigation of the Engineers Report, that the Main tile is jet cleaned along with CCTV inspected to verify its condition and all trees inside the railroad right of way be remove.



NOTES:
 1. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING FENCES AS REQUIRED TO ALLOW FOR DEMOLITION AND CONSTRUCTION
 2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL LOCATE THE EXISTING PRIVATE TILE UPSTREAM FROM THE EXISTING PRIVATE TILE OUTLET FOR THE ENTIRE REROUTE OF THE DIVERSION MAIN TILE.



#	L/A	STA	SIZE
7367	L	3+22	8"
7345	L	3+48	5"
7350	R	4+18	4"
7433	L	7+80	4"
7389	L	9+02	4"
7395	L	10+61	5"
7480	L	18+36	8"
7483	L	20+03	6"
7486	L	20+84	6"

DRAWN BY: ZJS	APPROVED BY: LOG	REVISIONS:
DATE: 07-24-2019	PROJ. NO.: 6735.1	
FIELD BK:		



Clapsaddle-Garber Associates, Inc
 Main Office: 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

ADDRESS:
 739 PARK AVEN
 ACKLEY, IOWA
 PH 641-847-32

PAY ESTIMATE NO. 2 (FINAL)
UPPER MAIN TILE DIVERSION DD #9, HARDIN COUNTY, IA
PROJECT NUMBER: 6735.1
DATE: 03-29-21

CONTRACTOR

Gehrke Inc.
 1405 21st Ave.
 Eldora, IA 50627

OWNER

Trustees of Drainage District #9
 Hardin County Courthouse
 1215 Edgington Ave., Suite 1
 Eldora, Iowa 50627


ENGINEER

Clapsaddle-Garber Associates
 739 Park Avenue
 Ackley, Iowa 50601

DD 9 ALTERNATE BID

Item No.	Description	Estimated Quantity	Unit	Installed Quantity	Unit Price	Extended Price
1ALT*	15" Ø RCP Tile (rock bedding and backfill)	30	LF	251	\$ 34.00	\$ 8,534.00
2ALT	18" Ø CMP Tile Outlet	40	LF	40	\$ 129.00	\$ 5,160.00
3ALT	Junction Structure with Intake	1	EA	1	\$ 6,380.00	\$ 6,380.00
4ALT	Concrete Collar	4	EA	4	\$ 250.00	\$ 1,000.00
5ALT	Private Tile Connection	4	EA	9	\$ 450.00	\$ 4,050.00
6ALT	12" Ø Hickenbottom Intake	2	EA	0	\$ 775.00	\$ -
7ALT	Rip-Rap	40	TN	30.32	\$ 50.00	\$ 1,516.00
8ALT	Tile Removal	10	LF	8	\$ 24.00	\$ 192.00
9ALT	Fences	1	LS	1	\$ 1,500.00	\$ 1,500.00
10ALT	Rebuild Terrace	2	LS	2	\$ 1,500.00	\$ 3,000.00
11ALT	Outlet Shaping	1	LS	1	\$ 1,500.00	\$ 1,500.00
12ALT	Locate Private Tile	25	STA	12.39	\$ 260.00	\$ 3,221.40
13ALT	Exploratory Excavation	2	HR	3.5	\$ 580.00	\$ 2,030.00
14ALT	Plug Existing Tile	2	LOC	1	\$ 385.00	\$ 385.00
15ALT	Seeding	1	LS	1	\$ 3,500.00	\$ 3,500.00
16ALT	Seeding Warranty	1	LS	1	\$ 100.00	\$ 100.00
17ALT*	15" Ø RCP Tile (spoon installation)	2500	LF	2250	\$ 32.00	\$ 72,000.00
18ALT**	Rerouting and Modifying Lateral Tile	1	LS	1	\$ 3,500.00	\$ 3,500.00

I have reviewed the work claimed to be completed by the Contractor as reflected above and recommend payment of **\$ 16,346.84** to the Contractor.


 Lee Gallentine, Project Engineer

TOTAL WORK COMPLETED TO DATE	\$ 117,568.40
# RETENTION	\$ -
AMOUNT DUE LESS RETENTION	\$ 117,568.40
PREVIOUSLY PAID	\$ 101,221.56
AMOUNT DUE AT THIS TIME	\$ 16,346.84

Contractor

- * - Approved as part of Change Order #1
- ** - Approved as part of Change Order #2



UPPER MAIN TILE DIVERSION DD #9, HARDIN COUNTY, IA

PROJECT NUMBER: 6735.1

DATE: 03-29-21

CONTRACTOR

Gehrke Inc.
1405 21st Ave.
Eldora, IA 50627

OWNER

Trustees of Drainage District #9
Hardin County Courthouse
1215 Edgington Ave., Suite 1
Eldora, Iowa 50627

ENGINEER

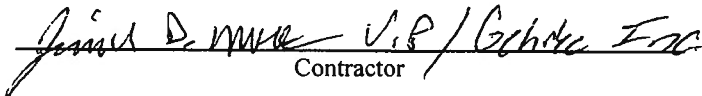
Clapsaddle-Garber Associates
739 Park Avenue
Ackley, Iowa 50601

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Lee Gallentine, Project Engineer


Contractor

TOTAL WORK COMPLETED TO DATE	\$ 117,568.40
# RETENTION	\$ -
AMOUNT DUE LESS RETENTION	\$ 117,568.40
PREVIOUSLY PAID	\$ 101,221.56
AMOUNT DUE AT THIS TIME	\$ 16,346.84

- * - Approved as part of Change Order #1
- ** - Approved as part of Change Order #2



WAIVER OF LIEN

State of Iowa

Date: 3-8-21

I/We, the undersigned, have been employed by Gehrke Inc. P.O. Box 228, Eldora, Iowa 50627 to furnish labor and/or materials as described below for the construction, repair or reconstruction of the property or improvements to the property known as DD 9 Upper Main Tile Diversion, in Hardin County, State of Iowa.

Description of work or materials provided: RipRap

Amount \$ 1,462.40 to date shown above. Final Partial

For and in consideration of my/our employment to furnish said labor and/or materials. I/We do hereby waive and release any and all my/our rights, or claim of rights, to file and establish a mechanics lien against the above mentioned property, and improvements to the property, given to me/us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both furnished, or which may be furnished by me/us for, and on, the above mentioned property and improvements to the same.

Executed at Eldora, Iowa, this 10th day of March 2021.

Gehrke Quarries
Company Name

[Signature]
By

Concrete Inc

WAIVER OF LIEN

State of Iowa

Date: 3-8-21

I/We, the undersigned, have been employed by Gehrke Inc. P.O. Box 228, Eldora, Iowa 50627 to furnish labor and/or materials as described below for the construction, repair or reconstruction of the property or improvements to the property known as DD 9 Upper Main Tile Diversion, in Hardin County, State of Iowa.

Description of work or materials provided: Concrete

Amount \$ 1,684.63 to date shown above. Final Partial

For and in consideration of my/our employment to furnish said labor and/or materials. I/We do hereby waive and release any and all my/our rights, or claim of rights, to file and establish a mechanics lien against the above mentioned property, and improvements to the property, given to me/us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both furnished, or which may be furnished by me/us for, and on, the above mentioned property and improvements to the same.

Executed at Marshalltown, Iowa, this 9 day of March 2021.

Concrete Inc.
Company Name

[Signature]
By

Brown Supply

WAIVER OF LIEN

State of Iowa

Date: 3-8-21

I/We, the undersigned, have been employed by Gehrke Inc. P.O. Box 228, Eldora, Iowa 50627 to furnish labor and/or materials as described below for the construction, repair or reconstruction of the property or improvements to the property known as DD 9 Upper Main Tile Diversion, in Hardin County, State of Iowa.

Description of work or materials provided: DW Pipe, Fittings, CMP Intake

Amount \$ 1,785.61 to date shown above. Final Partial

For and in consideration of my/our employment to furnish said labor and/or materials. I/We do hereby waive and release any and all my/our rights, or claim of rights, to file and establish a mechanics lien against the above mentioned property, and improvements to the property, given to me/us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both furnished, or which may be furnished by me/us for, and on, the above mentioned property and improvements to the same.

Executed at Ames, Iowa, this 8th day of March 2021.

Brown Supply Co.
Company Name

[Signature]
By

WAIVER OF LIEN

State of Iowa

Date: 3-8-21

I/We, the undersigned, have been employed by Gehrke Inc. P.O. Box 228, Eldora, Iowa 50627 to furnish labor and/or materials as described below for the construction, repair or reconstruction of the property or improvements to the property known as DD 9 Upper Main Tile Diversion, in Hardin County, State of Iowa.


Description of work or materials provided: Seeding

Amount \$ 3,500.00 to date shown above. Final Partial

For and in consideration of my/our employment to furnish said labor and/or materials. I/We do hereby waive and release any and all my/our rights, or claim of rights, to file and establish a mechanics lien against the above mentioned property, and improvements to the property, given to me/us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both furnished, or which may be furnished by me/us for, and on, the above mentioned property and improvements to the same.

Executed at Forest City, Iowa, this 8th day of March 2021.

Lakeside Construction, Inc.
Company Name


By

Martin Marietta

WAIVER OF LIEN

State of Iowa

Date: 3-8-21

I/We, the undersigned, have been employed by Gehrke Inc. P.O. Box 228, Eldora, Iowa 50627 to furnish labor and/or materials as described below for the construction, repair or reconstruction of the property or improvements to the property known as DD 9 Upper Main Tile Diversion, in Hardin County, State of Iowa.

Description of work or materials provided: Aggregates

Amount \$ 1,448.44 to date shown above. Final Partial

For and in consideration of my/our employment to furnish said labor and/or materials. I/We do hereby waive and release any and all my/our rights, or claim of rights, to file and establish a mechanics lien against the above mentioned property, and improvements to the property, given to me/us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both furnished, or which may be furnished by me/us for, and on, the above mentioned property and improvements to the same.

Executed at Dayton, Ohio, this 12 day of March 202021

Martin Marietta
Company Name

Thomas C. Lowry
By Thomas C. Lowry
Sr. Credit Rep

WAIVER OF LIEN

State of Iowa

Date: 3-8-21

I/We, the undersigned, have been employed by Gehrke Inc. P.O. Box 228, Eldora, Iowa 50627 to furnish labor and/or materials as described below for the construction, repair or reconstruction of the property or improvements to the property known as DD 9 Upper Main Tile Diversion, in Hardin County, State of Iowa.

Description of work or materials provided: RCP Precast Intakes

Amount \$ 33,109.02 to date shown above. Final Partial

For and in consideration of my/our employment to furnish said labor and/or materials. I/We do hereby waive and release any and all my/our rights, or claim of rights, to file and establish a mechanics lien against the above mentioned property, and improvements to the property, given to me/us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both furnished, or which may be furnished by me/us for, and on, the above mentioned property and improvements to the same.

Executed at Maick Grace, MN, this 25 day of March 2021

Forterra
Company Name

By [Signature]