

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/81911996496>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL SEPTEMBER 16, 2024

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on September 16, 2024, in the Bondurant Community Library, 104 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open, and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. Perfecting and Approval of the Agenda
5. Consent Agenda:
All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.
 - a. Approval of September 3, 2024, City Council Meeting Minutes
 - b. Claims List
 - c. Applications for Council Approval
 - d. Receive & File - Library Board Meeting Minutes of August 7, 2024, & Director's Report
 - e. Receive & File - Bondurant Emergency Services Monthly Report
 - f. Proclamation - National Clean Energy Week
 - g. - Resolution approving pay request no. 3 to McAninch Corporation for the Civic Campus Improvements Phase 1 Project in the amount of \$382,055.49
 - h. - Resolution affixing a date for a public hearing to consider text amendment to Section 178.12. of the Zoning Code creating the Business Park (BP) District
 - i. - Resolution affixing a public hearing to consider request to amend the Future Land Use Map for 319 Washington Avenue SE from Regional Commercial to Business Park/Light Industrial
 - j. - Resolution affixing a public hearing to consider the request to rezone 319 Washington Avenue SE from the General Commercial (C-2) District to the Business Park (BP) District
 - k. - Resolution affixing a public hearing to consider request to amend the

The Bondurant City Council maintains the right to waive the first and second readings of ordinances presented and may pass the third and final reading of the same ordinance within the same council meeting.

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (515) 967-2418 or shagan@cityofbondurant.com, no fewer than two business days prior to the meeting to enable the City of Bondurant to make reasonable arrangements to assure accessibility or language assistance for the meeting.

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Future Land Use Map for portions of the Civic Campus North Preliminary Plat area from Public/Semi-Public to Regional Commercial for October 7, 2024

- l. - Resolution affixing a public hearing to consider the request to rezone portions of the Civic Campus North Preliminary Plat area from the Medium Industrial (M-2) District to the General Commercial (C-2) District
 - m. - Resolution of endorsement for the City of Bondurant's grant application to the Iowa DOT's Federal Recreational Trails Grant Program for funding to assist with installing the proposed trail system along the realigned Grant Street South corridor in the Central District Stormwater Improvements Area
 - n. - Resolution releasing Right-of-Way (ROW) Tree Removal Request for Proposals
 - o. O-240819-211 - (Third Reading) Ordinance providing for the division of taxes levied on taxable property in the August 2024 Addition to the Bondurant Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa
6. Guests requesting to address the City Council
 - a. Bondurant Emergency Services Award Ceremony
7. **Public Hearing**
 - a. Public Hearing regarding 13th & Lincoln/15th Street Stormwater Improvements Project
8. Action Items
 - a. - Resolution terminating the existing 28E Agreement between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights for the operation of a Metro Home Improvement Program
 - b. - Resolution approving 28E Agreement for Operation of the Metro Home Improvement Program
 - c. - Resolution considering submitted Civic Campus North Preliminary Plat
 - d. - Resolution awarding contract for 13th & Lincoln/15th Street Stormwater Improvements Project to James Construction, LLC in the amount of \$98,774.00
9. Discussion Items -
 - a. Sidewalk Program Discussion

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- b. Quarterly Report Development
10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
12. Adjournment

The Bondurant City Council maintains the right to waive the first and second readings of ordinances presented and may pass the third and final reading of the same ordinance within the same council meeting.

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BONDURANT CITY COUNCIL
Minutes
September 3, 2024
Bondurant City Council

1. Roll Call

Present: Mayor Doug Elrod, Council Member Tara Cox, Council Member Angela McKenzie, Council Member Bob Pepper, Council Member Matt Sillanpaa, Council Member Chad Driscoll

City Officials Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Library Director Jill Sanders, Public Works Director John Horton, Fire Chief Aaron Kreuder, Assistant Fire Chief Tony Rauterberg, Planning & Community Development Director Maggie Murray, Finance & Employee Services Director Jene Jess, City Planner Isaac Pezley

2. Call to Order and Declaring a Quorum

Mayor Elrod called the meeting to order at 06:01 PM and declared a quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by McKenzie, seconded by Cox, to approve the agenda. Vote on Motion 5-0. Motion carried.

5. Consent Agenda:

All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.

a. Approval of August 19, 2024, City Council Meeting Minutes

b. Applications for Council Approval

c. Claims List & Treasurer's Report

d. R-240903-194- Resolution of endorsement for the City of Bondurant's grant application to the Bravo Greater Des Moines Public Art Grant for funding to assist with constructing the downtown entryway concept included in the Art, Culture, & Wayfinding Master Plan

**A virtual meeting was offered.*

- e. R-240903-195- Resolution considering approval of the amended Plat of Survey to create Acquisition Plat '2024-101' and Parcels '2024-102' and '2024-103'
 - f. O-240819-211 - (Second Reading) Ordinance providing for the division of taxes levied on taxable property in the August 2024 Addition to the Bondurant Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa
 - g. O-240805-210 - (Third Reading) Ordinance approving a request for rezoning from the Agricultural (A-1) District to the Medium Density Residential (R-2) District and the Transitional Commercial (C-1) District on Parcel 8023-25-200-011 and a portion of property at 8023-25-200-010
Motion by Cox, seconded by McKenzie, to Approve the Consent Agenda. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
6. Guests requesting to address the City Council
Lieutenant Grego reported 549 calls for service for August.
- a. MPO Presentation
Dylan Mulleniz, MPO, presented an update on the Comprehensive Safety Action Plan to the council and public.
7. Action Items
- a. R-240903-196- Resolution approving the Payment Services Agreement among the City of Bondurant, Tyler Technologies, Inc. and Corpay, Inc. for Accounts Payable Automation
Motion by McKenzie, seconded by Cox, to Approve R-240903-196. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
 - b. O-240903-212 - (First Reading) Ordinance amending the City Code of Bondurant, Iowa, by adding a new chapter titled Chapter 56 - Urban Chickens
Planning & Community Development Director Murray presented an overview of the ordinance to the council and the public. Lieutenant Grego provided feedback based on calls they typically receive, mainly regarding roosters. The council discussed various aspects of the ordinance, including a sunset date. Linda Wunn, of 105 Lincoln Street, SE, raised a concern about what would happen if a chicken were to get loose.

Motion by Sillanpaa, seconded by McKenzie, to Amend O-240903-212 to include language regarding a sunset date. Roll Call: Ayes: McKenzie,

**A virtual meeting was offered.*

Sillanpaa, Driscoll. Nays: Cox, Pepper. Absent: None. Motion carried 3-2.
Motion by Sillanpaa, seconded by McKenzie, to approve the First
Reading of O-240903-212 as amended. Roll Call: Ayes: McKenzie,
Sillanpaa, Driscoll. Nays: Cox, Pepper. Absent: None. Motion carried 3-2.

8. Discussion Items -

- a. Targeted Business & Industry Program Application - 88 Paine Circle SE (Bondurant Dermatology)
Susie Peden, ARNP, Bondurant Dermatology, applied to the City of Bondurant's Targeted Business & Industry Program to support the opening of Bondurant Dermatology at Suite 4, 88 Paine Circle SE, on September 9, 2024. She is seeking \$62,792.78 in funding to cover startup costs and presented her case to the Mayor and City Council.
- b. DART Discussion
Mayor Elrod updated the council and the public on the status of DART.

9. Reports / Comments and appropriate action thereon:

- a. Mayor
Meetings update, Chamber's Legislative Breakfast comments.
- b. Council Members
Cox - Chamber update and upcoming EPIC meeting.
Peffer - MWA meeting later this month.
McKenzie - Upcoming tour opportunity.
Driscoll - Chamber Legislative Breakfast comments.
Sillanpaa - Chamber Legislative Breakfast comments and Lion's Club event this weekend.
- c. Administrator
Grant updates, project updates, Bondurant won an All-Star Community Award and City Park update.
- d. Directors
Horton - Department & project updates.
Murray - Upcoming Parks & Recreation Board meeting will be at the Dining Room at Lake Petocka.
Kreuder - Department update.
Sanders - Department update.
Hagan - Upcoming events & meetings.
Jess - Upcoming reports.

10. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation

Motion by Cox, seconded by McKenzie, to Move into Closed Session at 07:35 PM. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

**A virtual meeting was offered.*

Mayor Elrod closed the Closed Session at 08:20 PM.

11. Adjournment

Motion by Peffer, seconded by Cox, to adjourn at 08:20 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on September 3, 2024, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

Doug Elrod, Mayor



Check Register

Packet: APPKT00973 - 08/23/24 FOR MEETING ON 09/16/24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1715	A KINGS THRONE LLC	08/29/2024	Regular	0.00	230.00	64190
2600	AIRGAS USA, LLC	08/29/2024	Regular	0.00	76.88	64191
2687	AT&T MOBILITY	08/29/2024	Regular	0.00	493.07	64192
1712	THE BOOK FARM INC	08/29/2024	Regular	0.00	70.88	64193
2454	BOOT BARN	08/29/2024	Regular	0.00	256.49	64194
1537	BOUND TREE MEDICAL LLC	08/29/2024	Regular	0.00	299.55	64195
0577	CAPITAL CITY EQUIPMENT	08/29/2024	Regular	0.00	548.20	64196
2510	CENTRAL IOWA MECHANICAL	08/29/2024	Regular	0.00	1,724.99	64197
0939	OCCUPATIONAL HEALTH CTR OF SW	08/29/2024	Regular	0.00	692.00	64198
2137	JESTER INSURANCE SERVICE	08/29/2024	Regular	0.00	115,275.00	64199
2114	ESO SOLUTIONS INC	08/29/2024	Regular	0.00	7,959.52	64200
2839	FAREWAY STORES, INC.	08/29/2024	Regular	0.00	8.98	64201
2850	GERARD TANK & STEEL INC	08/29/2024	Regular	0.00	248,995.00	64202
2689	GROUP CREATIVE SERVICES, LLC	08/29/2024	Regular	0.00	5,500.00	64203
1927	HARTER CONCRETE LLC	08/29/2024	Regular	0.00	16,971.00	64204
0202	HILLTOP TIRE SERVICE	08/29/2024	Regular	0.00	152.71	64205
2754	HR GREEN, INC.	08/29/2024	Regular	0.00	9,531.75	64206
0214	INTERSTATE ALL BATTERY CENTER	08/29/2024	Regular	0.00	295.85	64207
2874	IOWA CHAPTER IAAI INC.	08/29/2024	Regular	0.00	30.00	64208
2530	IOWA EMPLOYMENT CONFERENCE	08/29/2024	Regular	0.00	4,760.00	64209
	Void	08/29/2024	Regular	0.00	0.00	64210
1340	KONICA MINOLTA	08/29/2024	Regular	0.00	779.66	64211
0160	LANDUS COOPERATIVE	08/29/2024	Regular	0.00	30.00	64212
2676	TIFFANY LUING	08/29/2024	Regular	0.00	346.50	64213
0842	MENARDS - ALTOONA	08/29/2024	Regular	0.00	85.49	64214
1019	MUNICIPAL EMERGENCY SERVICES	08/29/2024	Regular	0.00	933.46	64215
0288	MID-IOWA ASSOC OF LOCAL GOVTS	08/29/2024	Regular	0.00	624.42	64216
0251	MICROBAC LABORATORIES, INC	08/29/2024	Regular	0.00	368.00	64217
2650	MIDWEST CRITICAL POWER LLC	08/29/2024	Regular	0.00	771.73	64218
2872	MIRACLE RECREATION EQUIPMENT	08/29/2024	Regular	0.00	229.88	64219
0308	MUNICIPAL SUPPLY, INC.	08/29/2024	Regular	0.00	261.60	64220
2192	OMNI EMS	08/29/2024	Regular	0.00	830.90	64221
1234	OMNISITE	08/29/2024	Regular	0.00	100.00	64222
2821	ONE SOURCE SOLAR	08/29/2024	Regular	0.00	21,042.50	64223
2629	OPN ARCHITECTS	08/29/2024	Regular	0.00	147,612.82	64224
1612	QUALITY STRIPING INC	08/29/2024	Regular	0.00	28,950.00	64225
2017	RDG PLANNING & DESIGN	08/29/2024	Regular	0.00	12,894.63	64226
1504	SHIVE-HATTERY INC	08/29/2024	Regular	0.00	26,986.39	64227
2875	SONJA HOOK	08/29/2024	Regular	0.00	254.00	64228
1301	STOREY-KENWORTHY COMPANY	08/29/2024	Regular	0.00	4,525.00	64229
0433	WILLIAMSONS REPAIR	08/29/2024	Regular	0.00	85.07	64230
0991	ZIEGLER INC.	08/29/2024	Regular	0.00	1,696.14	64231
1069	FIRST NATIONAL BANK OMAHA	08/16/2024	Bank Draft	0.00	907.58	DFT0003339
0144	DES MOINES WATER WORKS	08/20/2024	Bank Draft	0.00	48,579.80	DFT0003340
0144	DES MOINES WATER WORKS	08/20/2024	Bank Draft	0.00	22.00	DFT0003341
0144	DES MOINES WATER WORKS	08/20/2024	Bank Draft	0.00	52,802.77	DFT0003342
0291	MIDAMERICAN ENERGY	09/04/2024	Bank Draft	0.00	1,299.11	DFT0003344
2254	TCM BANK NA	08/21/2024	Bank Draft	0.00	1,050.39	DFT0003345

Check Register

Packet: APPKT00973-08/23/24 FOR MEETING ON 09/16/24

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2538	IOWA LAND RECORDS	08/16/2024	Bank Draft	0.00	145.00	DFT0003350

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	41	0.00	663,280.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	7	7	0.00	104,806.65
EFT's	0	0	0.00	0.00
	58	49	0.00	768,086.71

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2024	766,787.60
999	POOLED CASH	9/2024	1,299.11
			768,086.71



Check Register

Packet: APPKT00976 - 9/9/24 FOR MEETING ON 9/16/24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2705	AMAZON CAPITAL SERVICES	09/10/2024	Regular	0.00	807.12	64252
	Void	09/10/2024	Regular	0.00	0.00	64253
	Void	09/10/2024	Regular	0.00	0.00	64254
2752	AQUATIC CONTROL INC.	09/10/2024	Regular	0.00	775.00	64255
1537	BOUND TREE MEDICAL LLC	09/10/2024	Regular	0.00	2,240.91	64256
0073	BRICK GENTRY P.C.	09/10/2024	Regular	0.00	4,946.41	64257
	Void	09/10/2024	Regular	0.00	0.00	64258
2380	CITY-COUNTY COMMUNICATIONS &	09/10/2024	Regular	0.00	400.00	64259
1994	CONVERGINT TECHNOLOGIES LLC	09/10/2024	Regular	0.00	2,493.00	64260
2184	TARA COX	09/10/2024	Regular	0.00	391.08	64261
2876	CREATIVE INSTINCT, INC	09/10/2024	Regular	0.00	203.00	64262
2525	DINGES FIRE COMPANY	09/10/2024	Regular	0.00	11,150.00	64263
	Void	09/10/2024	Regular	0.00	0.00	64264
0144	DES MOINES WATER WORKS	09/10/2024	Regular	0.00	350.00	64265
0459	GALLS LLC	09/10/2024	Regular	0.00	325.05	64266
1525	GANNETT MEDIA CORP	09/10/2024	Regular	0.00	967.60	64267
0783	GREATER DES MOINES PARTNERSHIP	09/10/2024	Regular	0.00	195.00	64268
0230	IOWA ONE CALL	09/10/2024	Regular	0.00	176.60	64269
1062	IOWA PRISON INDUSTRIES	09/10/2024	Regular	0.00	74.20	64270
2272	IAFC LOCKBOX #791544	09/10/2024	Regular	0.00	215.00	64271
0224	IOWA DEPT OF TRANSPORTATION	09/10/2024	Regular	0.00	3,209.50	64272
0228	IMFOA	09/10/2024	Regular	0.00	20.00	64273
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	70.00	64274
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	45.00	64275
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	70.00	64276
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	45.00	64277
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	520.00	64278
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	45.00	64279
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	45.00	64280
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	70.00	64281
2327	ISU EXTENSION - POLK COUNTY	09/10/2024	Regular	0.00	45.00	64282
2805	I-THEE LLC	09/10/2024	Regular	0.00	5,000.00	64283
0968	KNOX COMPANY	09/10/2024	Regular	0.00	2,385.00	64284
2676	TIFFANY LUING	09/10/2024	Regular	0.00	197.67	64285
0286	METRO WASTE AUTHORITY	09/10/2024	Regular	0.00	46,328.22	64286
0308	MUNICIPAL SUPPLY, INC.	09/10/2024	Regular	0.00	8,380.15	64287
	Void	09/10/2024	Regular	0.00	0.00	64288
0342	POLK COUNTY PUBLIC WORKS	09/10/2024	Regular	0.00	3,300.00	64289
0337	POLK COUNTY TREASURER	09/10/2024	Regular	0.00	2,934.00	64290
1293	PROTEX CENTRAL	09/10/2024	Regular	0.00	100.00	64291
1106	SPRAYER SPECIALTIES, INC.	09/10/2024	Regular	0.00	77.00	64292
2847	THE UNIVERSITY OF OKLAHOMA	09/10/2024	Regular	0.00	1,845.00	64293
0805	U.S. POSTAL SERVICE	09/10/2024	Regular	0.00	350.00	64294
1161	VEENSTRA & KIMM, INC.	09/10/2024	Regular	0.00	131,916.10	64295
	Void	09/10/2024	Regular	0.00	0.00	64296
0433	WILLIAMSONS REPAIR	09/10/2024	Regular	0.00	169.31	64297
0144	DES MOINES WATER WORKS	09/23/2024	Bank Draft	0.00	29,093.60	DFT0003360
0144	DES MOINES WATER WORKS	09/23/2024	Bank Draft	0.00	54,177.00	DFT0003361
0144	DES MOINES WATER WORKS	09/23/2024	Bank Draft	0.00	22.00	DFT0003362
0416	POSTMASTER	09/04/2024	Bank Draft	0.00	643.37	DFT0003363
2433	WEX BANK	09/05/2024	Bank Draft	0.00	4,282.76	DFT0003364

Check Register

Packet: APPKT00976-9/9/24 FOR MEETING ON 9/16/24

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2757	GOOGLE LLC	09/05/2024	Bank Draft	0.00	22.90	DFT0003365

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	80	40	0.00	232,876.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	6	6	0.00	88,241.63
EFT's	0	0	0.00	0.00
	86	52	0.00	321,118.55

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2024	321,118.55
			<u>321,118.55</u>



Check Register

Packet: APPKT00979 - 9/9/24 LIBRARY - FOR MEETING ON
9/16/24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2030	ALLEGRA	09/10/2024	Regular	0.00	57.07	64298
2705	AMAZON CAPITAL SERVICES	09/10/2024	Regular	0.00	2,153.32	64299
0048	BAKER & TAYLOR	09/10/2024	Regular	0.00	797.00	64300
2241	BOOKPAGE	09/10/2024	Regular	0.00	414.00	64301
1311	ENVISIONWARE INC.	09/10/2024	Regular	0.00	24,780.00	64302
2642	KONICA MINOLTA BUSINESS SOLUTI	09/10/2024	Regular	0.00	282.47	64303
2619	KONICA MINOLTA PREMIER FINANCI	09/10/2024	Regular	0.00	427.11	64304
2619	KONICA MINOLTA PREMIER FINANCI	09/10/2024	Regular	0.00	221.57	64305
0599	MICROMARKETING LLC	09/10/2024	Regular	0.00	189.68	64306
0599	MICROMARKETING LLC	09/10/2024	Regular	0.00	734.18	64307
1134	PETTY CASH	09/10/2024	Regular	0.00	49.66	64308
1701	JILL SANDERS	09/10/2024	Regular	0.00	46.23	64309
1470	SCIENCE CENTER OF IOWA	09/10/2024	Regular	0.00	450.00	64310
1534	STRATUS BUILDNG SOLUTIONS IOWA	09/10/2024	Regular	0.00	851.56	64311
2769	TAMMY M SMITH	09/10/2024	Regular	0.00	175.00	64312
2313	UNIQUE MANAGEMENT SERVES, INC	09/10/2024	Regular	0.00	11.65	64313
0525	US CELLULAR	09/10/2024	Regular	0.00	347.92	64314

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	26	17	0.00	31,988.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	26	17	0.00	31,988.42

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2024	31,988.42
			<u>31,988.42</u>



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00978 - 8/30/24 IOWA LAND RECORD RECORDING

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2538 - IOWA LAND RECORDS									Vendor Total:	60.00
INV0004160	Invoice	8/30/2024	8/30/2024	8/30/2024	8/30/2024	60.00	0.00	0.00	0.00	60.00
RECORDING FEE CIVIC CAMPUS EASEMENTS	AP Bank Code - AP Bank				No	Payment Date: 8/30/2024		Bank Draft:		DFT0003359
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
RECORDING FEE CIVIC CAMPUS EASEM...	Service		0.00	0.00	60.00	0.00	0.00	0.00	60.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
306-210-6413	PAYMENT TO OTHER AGENCIES				60.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	60.00	0.00	0.00	0.00	60.00	60.00	0.00
Grand Total:		60.00	0.00	0.00	0.00	60.00	60.00	0.00

Account Summary

Account	Name	Amount
306-210-6413	PAYMENT TO OTHER AGENCIES	60.00
Total:		60.00



Refund Check Register

Refund Check Detail

UBPKT05863 - Refunds 01 UBPKT05861 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01266-02	ROGER & DIANE MCHONE	9/5/2024	64232	115.82			115.82	Generated From Billing
01-01478-02	NICHOLAS KRONE	9/5/2024	64233	11.98			11.98	Generated From Billing
01-01669-02	DENNIS LEE	9/5/2024	64234	162.90			162.90	Generated From Billing
01-02522-03	WARD, MELANIE L	9/5/2024	64235	122.64			122.64	Generated From Billing
01-03211-06	CALVERT, ASHLEY A	9/5/2024	64236	122.64			122.64	Generated From Billing
01-03570-02	AMY LEACH	9/5/2024	64237	47.13			47.13	Generated From Billing
01-03610-02	BRUCKNER, JACKSON	9/5/2024	64238	185.03			185.03	Generated From Billing
02-01122-01	FARAH INGLE	9/5/2024	64239	69.71			69.71	Generated From Billing
02-01240-05	LOSEE, TAYLOR	9/5/2024	64240	100.11			100.11	Generated From Billing
03-02094-07	SCOVEL, MARTY L	9/5/2024	64241	58.59			58.59	Generated From Billing
05-02611-10	ALEESHA PATTERSON	9/5/2024	64242	47.13			47.13	Generated From Billing
06-02245-03	DALY, KELLI	9/5/2024	64243	105.11			105.11	Generated From Billing
10-02790-01	ANGELA SCHERMER	9/5/2024	64244	60.95			60.95	Generated From Billing
16-01620-01	JHA, SUPRIYA	9/5/2024	64245	112.90			112.90	Generated From Billing
16-01624-05	HIGIRO, ENOCK	9/5/2024	64246	105.69			105.69	Generated From Billing
16-01810-00	GRACE ALLEN HOMES INC	9/5/2024	64247	120.69			120.69	Generated From Billing
16-01824-03	GARDNER, KELLIE M	9/5/2024	64248	76.67			76.67	Generated From Billing
16-01853-02	BEAN-BEISSER, RHIANNA K	9/5/2024	64249	122.64			122.64	Generated From Billing
16-01859-01	ZIMMERMAN, DUSTIN J	9/5/2024	64250	112.90			112.90	Generated From Billing
16-02032-00	BERKEY HOMEBUILDERS, INC	9/5/2024	64251	40.81			40.81	Generated From Billing

Total Refunds: 20

Total Refunded Amount: 1,902.04

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1902.04
Revenue Total:	1902.04

General Ledger Distribution

Posting Date: 09/03/2024

Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER			
600-000-1101	CLAIM ON POOLED CASH	-1,902.04	Yes
600-050-2141	APPLIED CREDITS	1,902.04	
600 Total:		0.00	

General Ledger Distribution

Posting Date: 09/03/2024

	Account Number	Account Name	Posting Amount	IFT
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-1,902.04	
	999-050-2300	DUE TO OTHER FUNDS	1,902.04	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	

Special Event Packet



Special Event Permit—Guidelines and Requirements

As an individual or organization requesting use of City of Bondurant public property or right-of-way for a special event, you have basic responsibilities to fulfill in order to conduct your event with the approval of the City of Bondurant. The public property may include the use of the streets, trail system, or parkland. Receiving approval from the City of Bondurant does not preclude responsibility for any additional permits or approvals by the City or related to state and federal regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances.

The City of Bondurant will determine whether an event is classified as a Special Event if outside of the description stated. The following general guidelines and responsibilities apply to activities such as parades, runs/walks, athletic events, street fairs, out door concerts, block parties, bicycling events, and/or fundraisers.

- A. Upon issuance of the Special Events Permit, the applicant must comply with insurance provisions requiring a certificate of Insurance naming the City of Bondurant and its officials, agents, employees, and board members as a co-insured in the following amounts: General Liability and Dram Shop Insurance (if serving alcohol) coverage in an amount not less than \$1,000,000 per occurrence. Please note that insurance requirements are waived for neighborhood-based block parties.
- B. The application must include a **map of the specific area** to be used or route to travel. The map must delineate the City property to be used (Streets/Sidewalks/Trails/Parks, etc.) start and finish points and direction of flow, if applicable, as well as location(s) of outdoor toilet, trash receptacles, street barricades, and liquor dispensing area(s), if any.
- C. The applicant must comply with all federal, state, county, and city laws; ordinances and regulations including all regulations adopted and established by the city.
- D. The applicant must assume extra costs, if applicable, associated with public safety and sanitation at the level of service required by the City of Bondurant. This includes the number and type of barricades, number of portable toilets and trash receptacles, and the number and hours of police/security officers or other city staff as required.
- E. If alcoholic beverages are to be sold or an entrance or admission is charged for an event at which alcoholic beverages will be served, a [Liquor Permit](#) and [Dram Shop Insurance](#) will be required. This permit, which is not included in the application for the Special Event Permit, requires consideration and approval by the Bondurant City Council and, in most instances, requires approval by the State of Iowa.
- F. If the event is held in a secured area, allowance must be made for access for fire emergencies including a minimum of two (2) exits. Events held on public streets must include an allowance for a continuous, through traffic lane for use by public safety personnel in an emergency. Council approval and [type III barricades](#) are always required for any street closure. The barricades must be sufficient as to completely close the street or roadway but yet be easily and quickly removable solely for emergency vehicle access.
- G. The use of a tent more than 200 square feet (enclosed) or canopy style (open on three sides) of more than 400 square feet require proof of the retardancy from the manufacturer or supplier as well as the proposed location and intended use of the tent.
- H. Signage for the event must adhere to the City's Sign Ordinance. Compliance may require a sign permit, issued by the

Planning and Development Department.

- I. City Code section 53.03 for commercially zoned areas states the music end time is 12:00 midnight Sunday-Thursday and 2:00 AM Friday and Saturday. For residentially zoned areas the music end time is 10:00 PM Sunday-Thursday and 12:00 mid night Friday and Saturday. If the event will utilize amplified sound a noise permit will be needed. As indicated above, the cost of the permit, issued by the City Clerk must be included in the application fee for the Special Event Permit.
- J. Any valid complaint of disturbance of the peace will result in a warning and if it continues, it shall be reason to terminate the event/block party.
- K. The following number of portable toilets is required in accordance with estimated event attendance: For events with alcohol, one portable toilet for every 150 people and for events without alcohol, or one portable toilet for every 250 people.
- L. The applicant must utilize police/security officers if recommended by the City or Polk County Sherriff Office. When alcohol is available at the event, the applicant must comply with the recommendations. In some instances off-duty officers may be hired; contact the Polk County Sherriff's office for details.
- M. The applicant must propose a plan to address sanitation/garbage collection for the event.
- N. If the event requires the closure of public streets, a separate page will need to list all property owners impacted by the street closure with their printed name, signature, and address. All property owners in the immediate affected area to be blocked off shall be notified in advance of the street closure.
- O. Depending on the estimated event attendance consider contracting emergency medical services to be prepared in case of a medical emergency.

Special Event Application

Please complete this form and submit along with applicable fees to the City Clerk's Office, 200 2nd St NE, Bondurant, IA 50035 at least 30 days prior to proposed event. If you need additional space to describe your event, please attach additional pages to this application. Advertising your event prior to receiving a signed Special Event Application is discouraged.

(Please Print)

Event Name: Homecoming Parade

Date(s) of Event: Friday, October 4th 2024

Location: (map attached)

Setup Time: 1:15pm

Starting Time: 2pm

Ending Time: 3pm

(Please Print)

Organization Hosting Event: Bondurant-Farrar High School Student Council

Contact Person: Olivia Denham

Day Phone: 515-975-8613

Email: denhamo@bfschools.org

Addl. Contact: Erik Garnass

Day Phone: 515-957-8191

Email: garnasse@bfschools.org

Type of Event:

Check all that apply. Parade

Describe the Event (please attach additional pages if necessary): Homecoming parade

[City Properties: Trailhead/The Depot | Lake Petocka | City Park | BRSC](#)

200 Second Street, Northeast | PO Box 37 | Bondurant, Iowa 50035
(515) 967-2418 | (515) 967-5732 Fax | info@cityofbondurant.com
www.cityofbondurant.com

Event Details:

(provide estimated counts)

Estimated Attendance: tbd

Trash Containers: none

Portable Toilets: none

(circle what applies)

Open to the general public? YES

Tents NO

Inflatable Houses/Toys NO

Amplified Music NO

Alcoholic Beverages NO

Banners/Signs YES

Vendors: none

(provide estimated counts)

Individual food and beverage vendors must obtain a Temporary Event License from the Iowa Department of Inspections and Appeals. The Event organizer will be responsible for this information. Failure to do so may result in fines or closing of the vendor.

•Number of Vendors: none

•List of Vendors and/or Type of Vendor

[application](#) and license must be on display in the Mobile Food Unit.

- Banners/Signs may be placed along roadways to guide people to your event, but in no way may be affixed to trees, street signs, park signs or City buildings. Signs are to be removed immediately following event. Grounds markings are allowed, however spray paint is prohibited—chalk or signage would be more appropriate. Failure to do so will result in maintenance fees and/or fines according to littering ordinances.
- Trash and debris cleanup: depending on the event attendance, a dumpster may be required. Park trash cans are for daily park users. Event attendance over 75 will required additional trash cans. Metro Waste Authority offers Event Recycling Stands that should be considered.

Special Provisions: (city provided—for example: trash containers, barricades, etc.)

Is there any special assistance that you will need the City to provide?

Yes

Will you need to [borrow barricades](#) from the City? Yes

(This is available for not-for-profit organizations and residents. Businesses must provide their own barricades. **If yes, indicate on your event layout map the location of the barricades**. Barricades will be dropped onsite during business hours and picked up at the same location after the event. The street shall be opened for vehicular traffic no later than the concluding time of the event. The Special Event applicant is responsible and will be billed for all damages or lost barricades. The fee for damaged or lost barricades may be up to \$300.)

Will you need to [close the street](#) for your event? Yes

(Closure of all streets require City Council approval. **If yes**, indicate on your event layout map the location of the street closures and obtain signature from all property owner impacted by the street closure.)

Will you need portable restrooms? No

(See required amount enclosed in the application guidelines on pg. 2. If yes, they are at your expense.) **Provide details about the event garbage collection plans:**

Will you charge admission / registration fees: No

If yes, is this for profit or not for profit? _____ A special event application fee may apply.

Will there be product for sale on site? No

(**If yes**, product liability insurance may be required for sales of food and drinks. Please contact the [Polk County Health Department](#) for details.) **Will alcohol be served or sold?** No

A [liquor permit](#) and [Dram Shop Insurance](#) are required for the sale of alcohol to the public during any event (required whether an admission fee is charged or not). City Council approval is required for the sale or service of alcohol. If alcohol is served, additional security may be required. Off-duty [Polk County Sheriff](#) deputies may be hired to provide additional security. Contact Polk County Sheriff Office at 515-286-3333.

Will you be using outdoor tents great than 200 square feet? ☐ Yes ☐ No **Will you be using an outdoor canopy greater than 400 square feet?** No

Will you be using inflatable rides or devices? No

(If yes, location of the inflatable must be shown on the event layout map that must be submitted with this application.)

Will your event interfere with vehicle traffic? Yes

(If yes, provide a map of the route and how traffic control will be administered. Contact [Polk County Sherriff Office](#) for traffic/crowd safety 515-286-3333)

Will your event require a first aid booth, fire/rescue units present during the event?

No

Will you be shooting off fireworks? No

(If yes, a fireworks permit is required. Contac the City Clerk's office at 515-630-6983)

Will you be posting [temporary signage](#)? No

(If yes, a temporary sign permit and fee may be required. Contact the Planning and Development Department at 515-630-6985. Also, please indicate on your event layout map the location of the signs.)

Will you need access to a water source? No

(Additional charges may apply. If yes, what is the water to be used for?)

Will you be using amplified sound? No

(If yes, a \$20 fee for a day or less or \$40 for more than a day is required at the time this application is submitted in order to obtain a noise permit)

Provide a description of the sound equipment that will be used during the event:

Will you need access to electricity? No

(If yes, please explain. Additional fees may apply)

Electricity is limited and in most cases will need to be provided by the applicant.

I hereby certify the included statements are true and correct, to the best of my knowledge, and that false statement(s) may be grounds for denial of this application. It is understood that activities at all times during the event shall comply with all applicable City ordinances. It is further understood the individual and the organization or association will be responsible for any and all damages arising as a result of this event, and, if this application is approved by the City, the applicant shall be required to execute a Special Event Permit—Hold Harmless Agreement waiving any and all claims which the applicant may have as a result of this event against the City of Bondurant, Iowa, its officials, agents, employees, or board members. It is further understood a certificate of public liability insurance will be required before conducting the proposed event.

An event for which a Permit has either not been obtained or which is in violation occurs will be subject to a municipal infraction up to \$750.

I have read the Special Event Application guidelines and requirement for issuance of the permit. I understand the conditions under which it is issued and agree to comply with these conditions for this event. I, or the organization I represent, have met or will meet all requirements established by the City. Further, I understand that if all requirements are not met, the Special Event Permit can be canceled by the City at any time including at the state of or during the event. If this event is sponsored by an organization, I hereby certify I have the legal authority to represent the applicant and/or the participants. It is further understood the City of Bondurant has the authority to grant or deny permission for this event.

Signature

Olivia Denham

Date: 09/05/24

Printed Name: Olivia Denham

The Privacy Act of 1974 requires that each individual asked or required to furnish personal information be advised of the following: Authority: 5 P.L. 93-579

Purpose: To provide a contact in connection with permit activities.

Routine Uses: Permit is issued under the direction of the City Administrator. The names and address of those who obtain the permit are not reported, but are kept on file at the City of Bondurant to provide point of contact in case of emergency.

☐ Noise Permit Fee	\$20/a day or less \$40/more than a day		Please make check payable to The City of Bondurant.
☐ Temporary Sign Permit Fee	\$10/ 30 days		
☐ Certificate of Insurance with City names as additional insured		n/c	
☐ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION			



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go, L.C.	Kum & Go #0185	(515) 274-7793		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3015 Oxbow Court SW		Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
1150 Locust St.	Des Moines	Iowa	50309	

Contact Person

NAME	PHONE	EMAIL
Camille Hayes	(515) 274-7793	licensing@maverik.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003592	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 6, 2024	Nov 5, 2025	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes
Tom Schofield	Salt Lake City	Utah	84111	Secretary	0.00	Yes
Crystal Maggelet	Salt Lake City	Utah	84111	President	0.00	Yes
Jody Deiter						
Jody Deiter						

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Maverik Palace Acquisition Co. LLC		Salt Lake City	Utah	84111	100.00



State of Iowa

Alcoholic Beverages Division

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Tax Abatement Applications
September 16, 2024
City of Bondurant

Name	Address	Closing Date	Cost
Megan Steward	908 Kinney Circle, NE	4/9/2021	\$208,000



Meeting Minutes
Bondurant Community Library | Library Board of Trustees
Wednesday, August 7, 2024

Call to order: Meeting called to order at 6:03 PM by President Bryant.

- 1. Roll Call:** *Members Present:* Josh Bryant, Julie Bergeson, Amber Flinn, Jen Keeler and Mike Kramer. Director Sanders and Assistant Director Klinker-Feld were also present.

Guests present: Marketa Oliver, City of Bondurant.

- 2. Perfecting and Approving the Agenda:** Motion to approve the agenda by Bergeson seconded by Kramer. Motion carried.

3. Approval of Consent Agenda:

- a. Minutes of past meeting – July 2024
- b. Financial Report
- c. Approve Warrant list / authorize expenditures
- d. Staff Report – July 2024
- e. Director's Report – July 2024
- f. Statistics – July 2024

Motion to approve the above consent agenda with edits by Kramer, seconded by Flinn. Motion carried.

- 4. Public Comments:** None.

- 5. Library Foundation Update:** Planning for upcoming fundraisers. Received a \$14,800 grant from META for the Summer Reading Program.

- 6. Friends of the Library Update:** Preparing New Mover Bags for the Chamber of Commerce.

- 7. City Council Liaison Report:** City Park continues to progress. A dining area at Lake Petoka will open soon. Bondurant received a Distinguished Budget Award from the Government Finance Authority.

- 8. Old Business:** None.

9. New Business:

- a) Review/Approve Library Director Job Description:** Discussion on salary ranges. Motion to approve by Keeler, seconded by Kramer.

b) Discuss possible sculpture through Great DSM Art Foundation Grant.

Received a \$2,000 grant from the Des Moines Art Foundation for art. Discussed potential options for an interactive display. Next steps are to curate an artist for concept design and continue to apply for more grant funding.

c) Review/Approve Equipment Use Policy. Motion to approve by Bergeson, seconded by Flinn. Motion carried.

10. Board President Items: President Bryant has been researching procedures and timelines with City Administration for hiring practices.

12. Adjournment: Motion to adjourn by Kramer, seconded by Bryant. Motion carried.

Next Meeting: September 4, 2024 at 6 PM.



Librarian items August, 2024

- Library staff meeting was held on August 28th.
- Director Sanders attended the Friends of the Library meeting on August 21. The Library Foundation did not meet in August.
- The installation of the new holds locker at the entrance to the Library has been completed and is up and running. Assistant Director Klinker-Feld has put together a informational video and posted to social media. She will also start marketing this new service throughout the city. Staff is working with META for design of a vinyl wrap with Logos.

The Holds Locker will have a vinyl wrap on it as well with the Library's Logo.



Staff Update:

Michell:

- Webinar “Introducing Library Directors to the Public Library Compensation Toolkit”
- Attended Eastern Polk County Legislative Breakfast
- Webinar “Reliable Records Retention”

Megan:

- ALA “Teaching Adulting to Teens”
- Webinar “Winning Back-to-school Programs for All Ages”
- Pop YS—“Shake up your Story Time”
- Webinar—“Check it Out”
- City of Bondurant: “Effective Writing for Business”; “Communication Style Coaching and Training”; “Cutting Edge Communication: Responding Thoughtfully”; “Delivering Successful Messages at Work”

Carly:

- Webinar “Building (and Maintaining) a Book Club at Your Library”
- Completed all Youth Services Endorsement Coursework
- Webinar—“Check it Out”

Jennifer:

- Attended Ad-Lib on 8/21

Events in August:

- 9 Story Times at the Library
- Sessions of Baby Story & Play
- 9 Sessions of Fit for Life!
- Adult Craft Night
- Book Discussion for Adults
- Books on Tap book discussion at Reclaimed Rails
- Windows Basics Lunch and Learn
- Windows Basics Workshop
- Book Club for grades 3-5
- Book Club for grades 6-8
- Teens Only Sunday Funday
- Pokémon Club
- STEAM Club
- Teens Only Glow-in-the-dark Mini Golf Party
- After School Shrinky Dinks
- After School Movie

Stats for August, 2024

- Total Circulation for the month 9,680, With 8,760 last year at this time.
- On-line usage (e-Books, Downloadable music, Hoopla (music, ebooks, streaming video), Rocket Language, Brainfuse, Adventure Pass 2,703, last year 1,983.
- Door Count 4,399, last year 3,324.
- Assisting patrons by phone, with the catalog, computers, etc. 522 and 667 last year.
- Story times- 12 were held with 222 attending.
- Total programming attendance 792 for adults, youth and children 496 last year.

- Internet usage in house was 1,303, last year 1,032, -986 Wi-Fi users 1,708 last year, 125 hotspot were used this past month last year 146.
- Meeting room –August had 115 reservations by the community, last year 83.
- Issued 38 new library cards. Last year we issued 54 cards during the month of August.
- The library did 31 requests for materials from other libraries and provided 88 to other libraries.
- 243 items were added to the collection and 345 were removed.
- 93 Mobile Printing, 90 last year .
- 57 patrons used the Tablet Station, last year 61

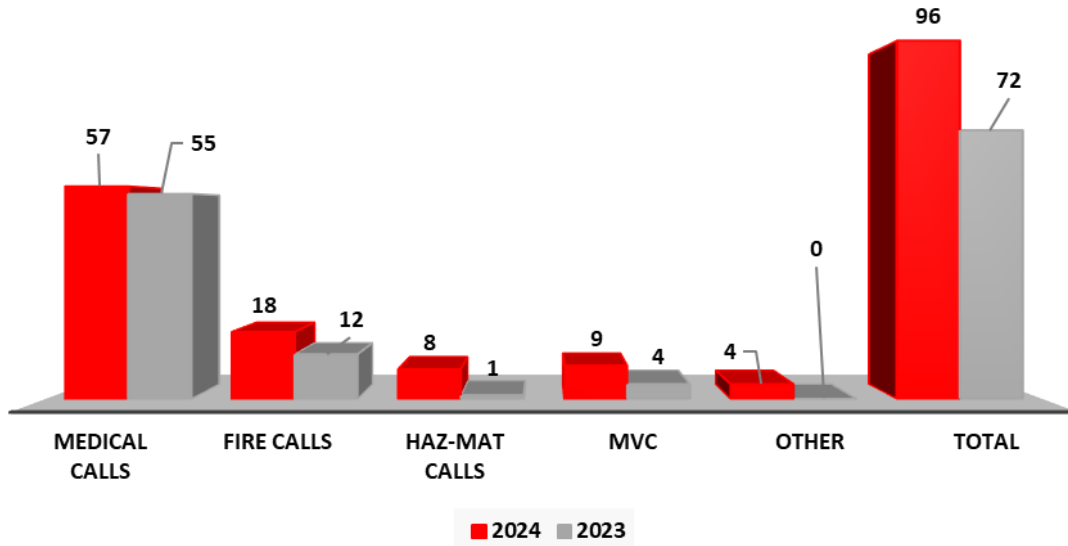
August 2024

Monthly Report



Operational Statistics

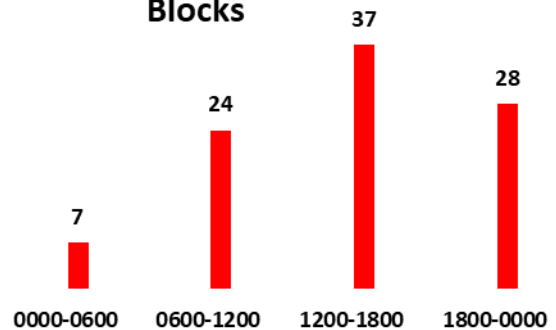
2 year August Comparison



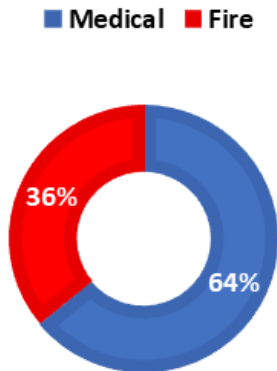
All-Time

Record Month For August

Number of Calls in 12 Hour Blocks



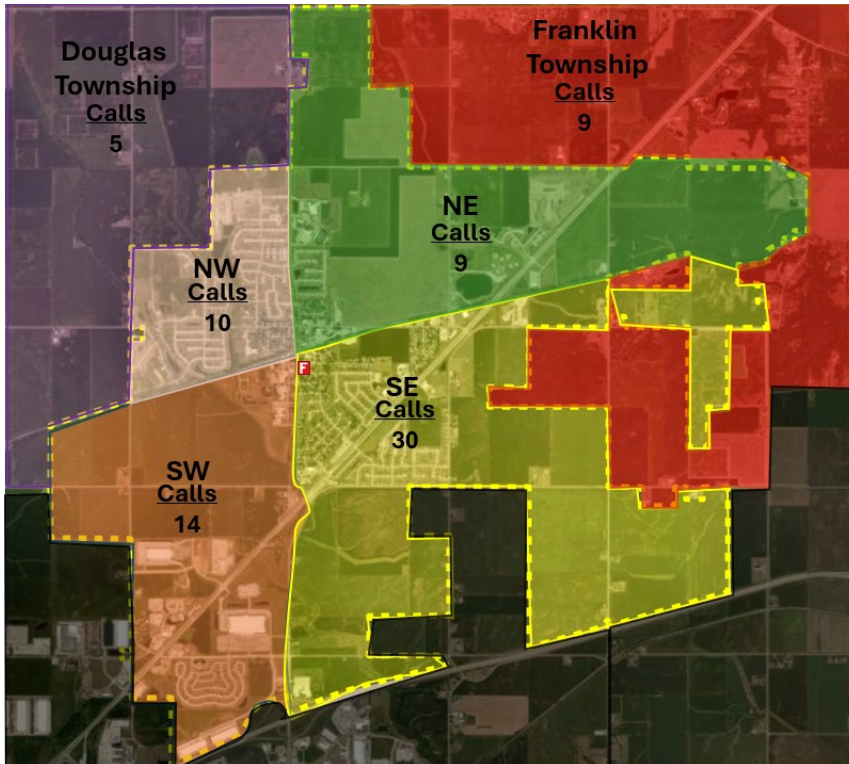
SIMULTANEOUS CALL BREAKDOWN



Simultaneous Calls			
2023		2024	
2nd out calls	8	2nd out calls	10
3rd out calls	0	3rd out calls	1
4th+ out calls	0	4th+ out calls	0
TOTAL	8	TOTAL	11
11% Multiple Calls		11% Multiple Calls	

Operational Statistics

Number of Calls per District In August



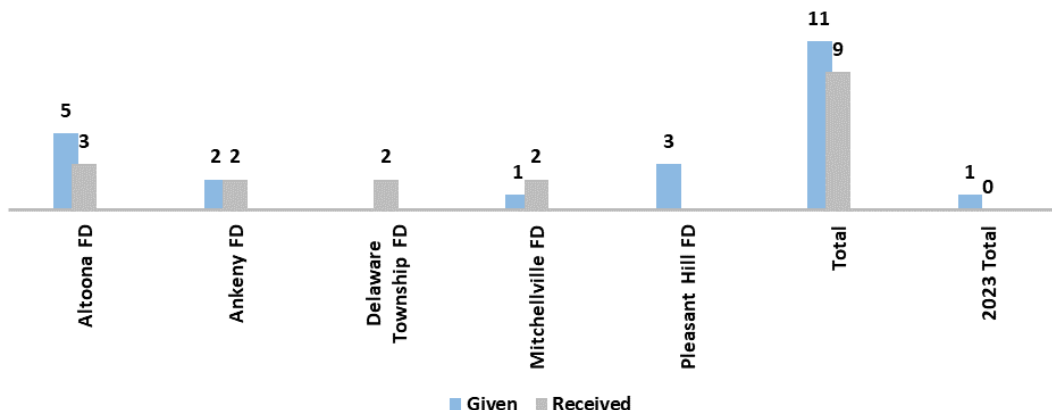
Closest Unit Response Incidents (CUR)
Given



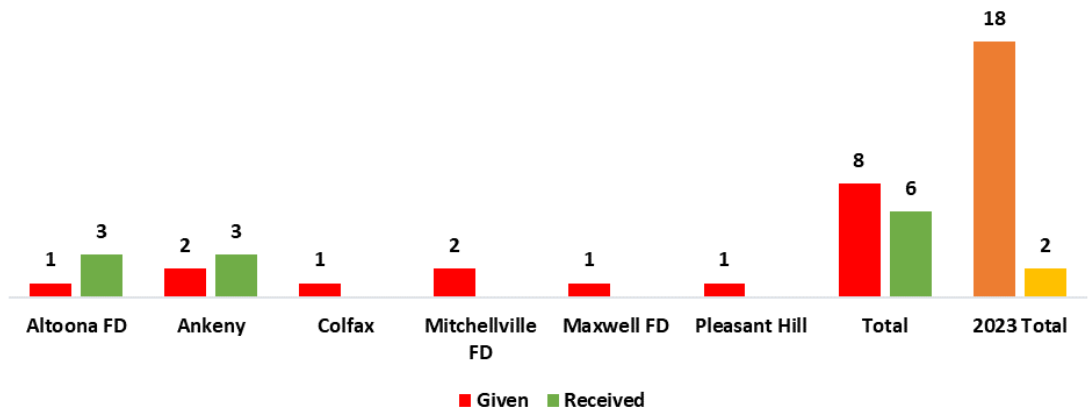
Closest Unit Response Incidents (CUR)
Received



August Automatic Aid Given vs Received



August Mutual Aid Given vs Received

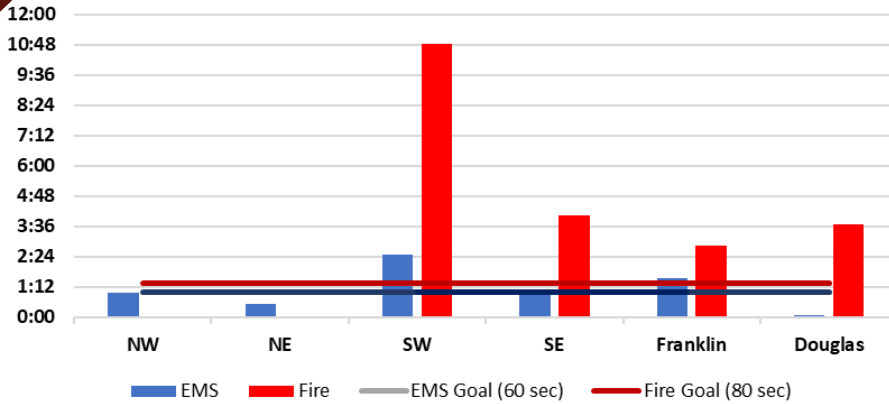


Operational Statistics

Response Times

Emergent Response

Chute Times
(emergent response)

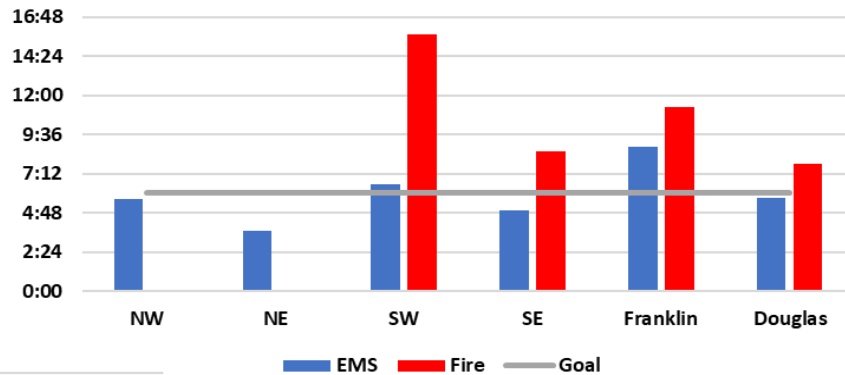


Delayed response due to multiple calls or staffing levels

Chute- 5:39

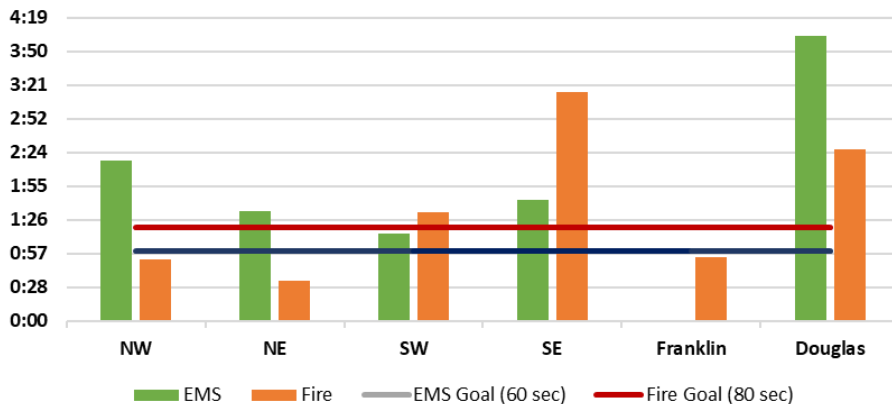
Response- 10:05

Response Times By District
(emergent response)

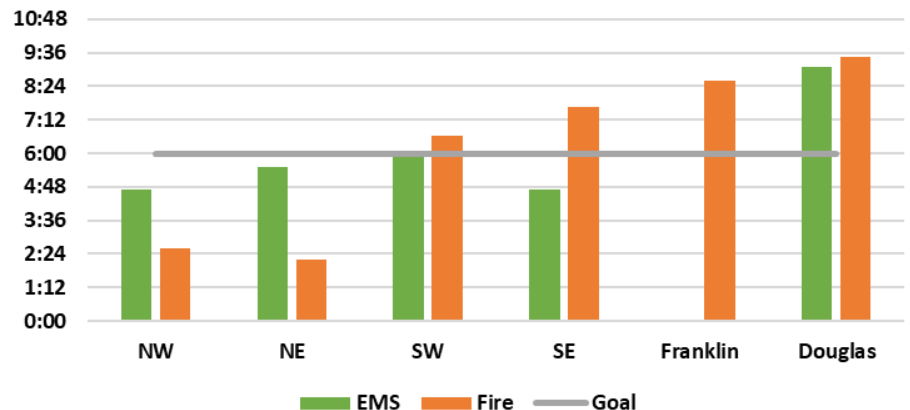


Non-Emergent Response

Chute Times
(non-emergent response)



Response Times By District
(non-emergent response)

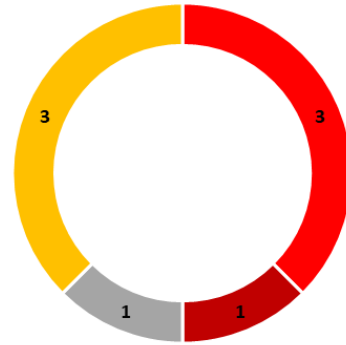


Fire Operational Statistics

August Fire Saved vs. Loss					
2023			2024		
Saved	Loss	Total Value	Saved	Loss	Total Value
\$0	\$25,000	\$25,000	\$288,311	\$1,000	\$289,311



Fire Alarm Breakdown



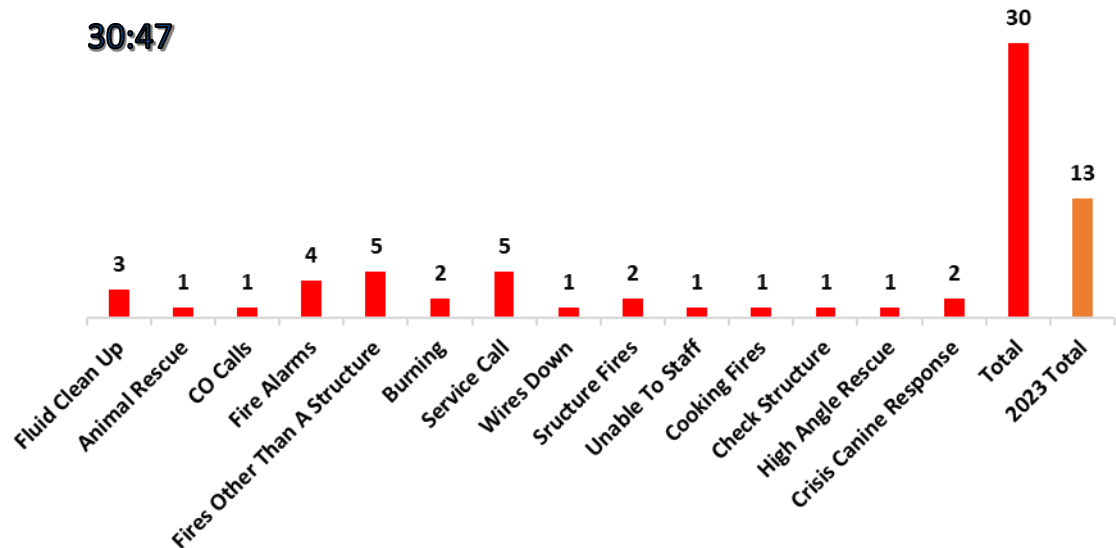
■ Commercial Alarm ■ Residential Alarm ■ Good Alarms ■ False Alarms



Average Fire Incident Time

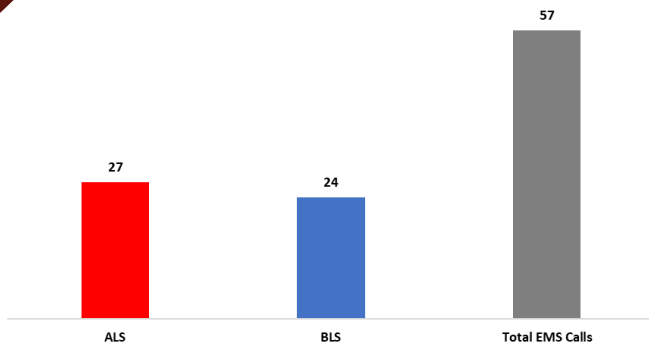
30:47

Fire/Haz-Mat/Other

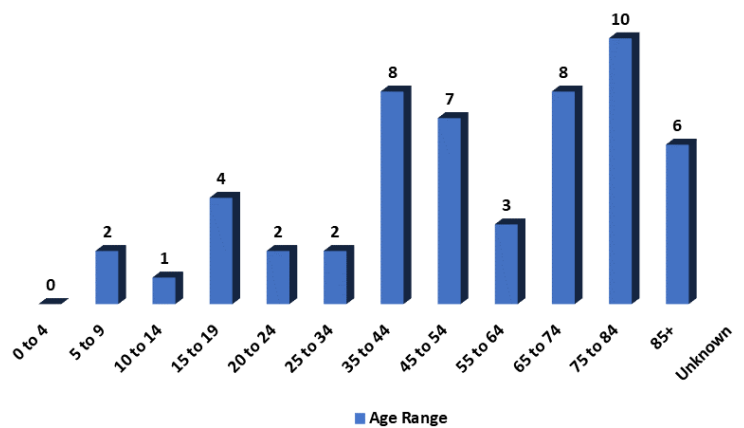


EMS Operational Statistics

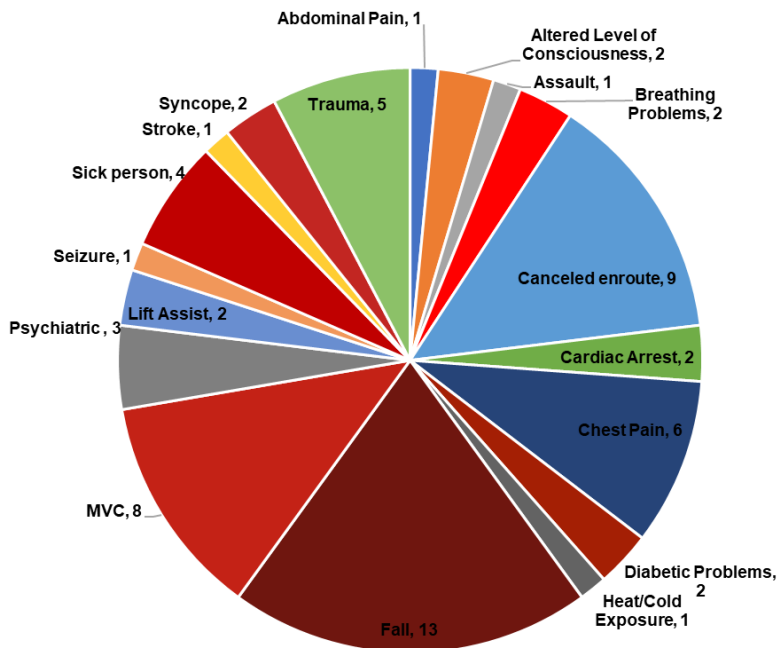
Advanced/Basic Life Support Calls



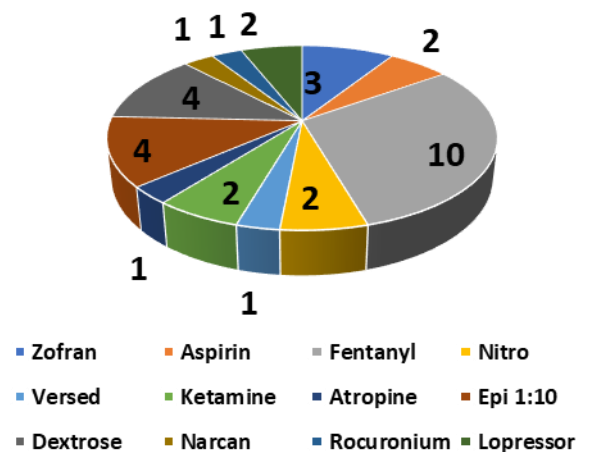
Patient Demographics



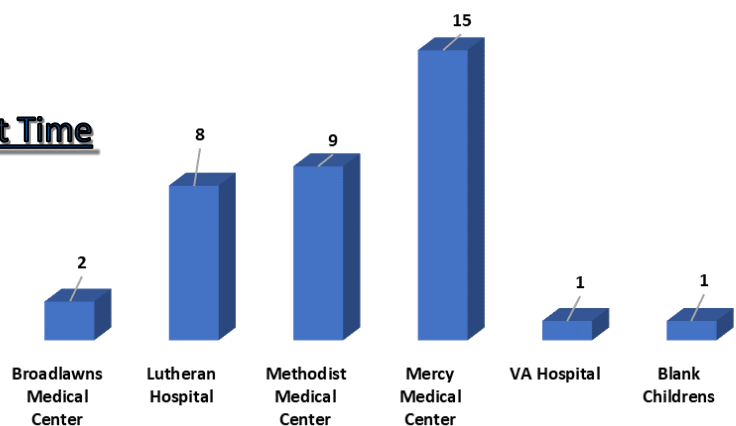
EMS Call Purpose by Provider Primary Impression



Medications Administered



Hospital Destination Transports



Average EMS Incident Time

56:47



Training Division

For the month of August, department members trained on the following:

Engine Company

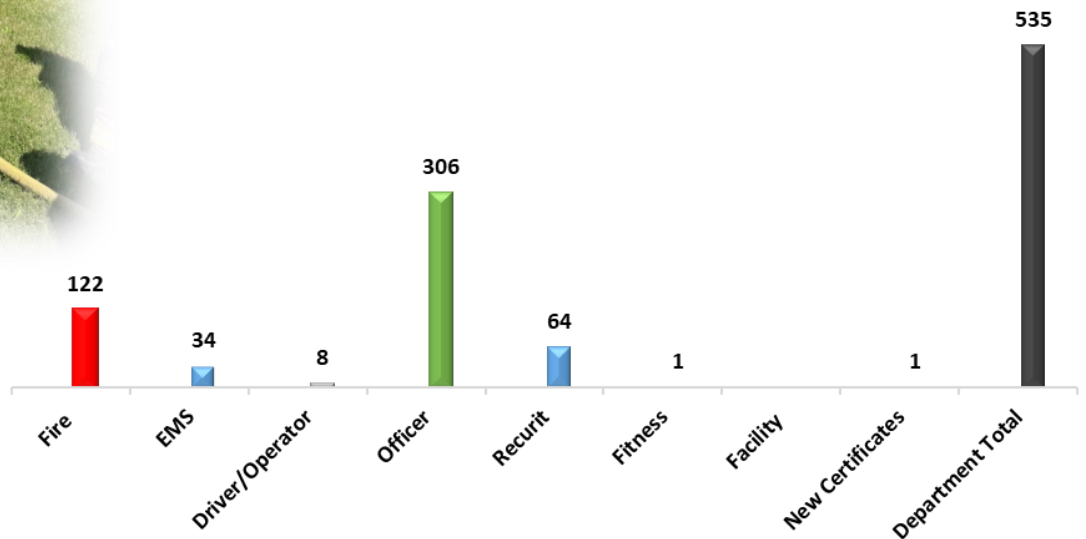
Driver/Operator Pumping
Driver Training
VR Sim Training
Ladder Training

EMS Training

Football Injuries
Joint EMS Training with
High School
EMS/Fire Clearance

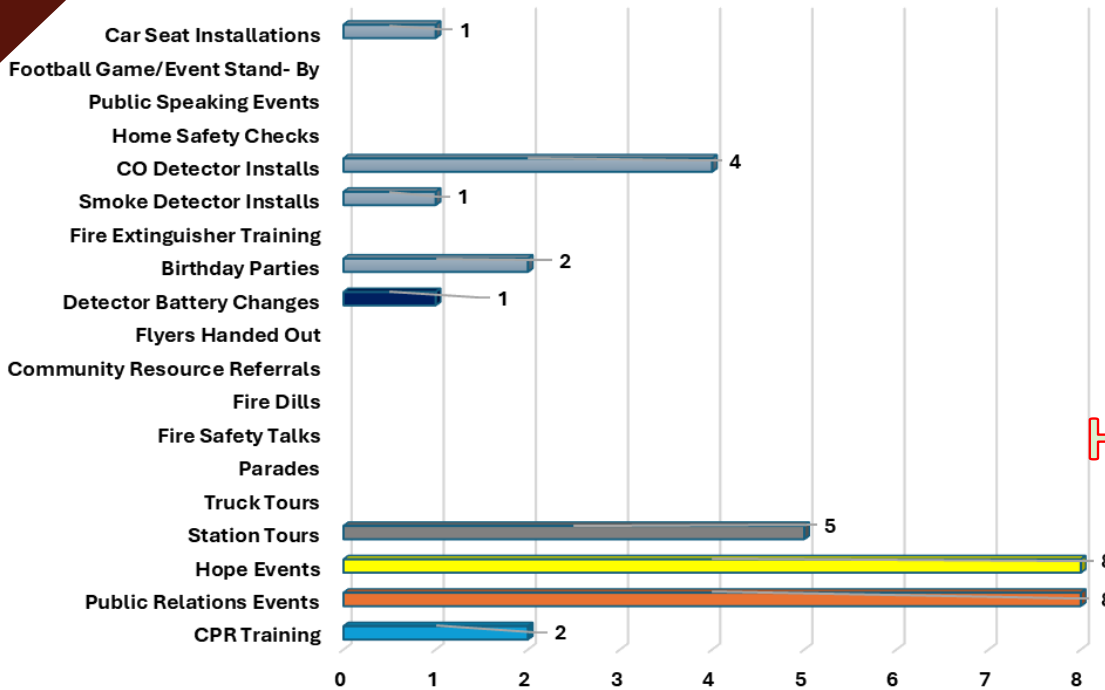


Training Hours By Type



Community Risk Reduction/Public Education

Community Risk Reduction/Public Events

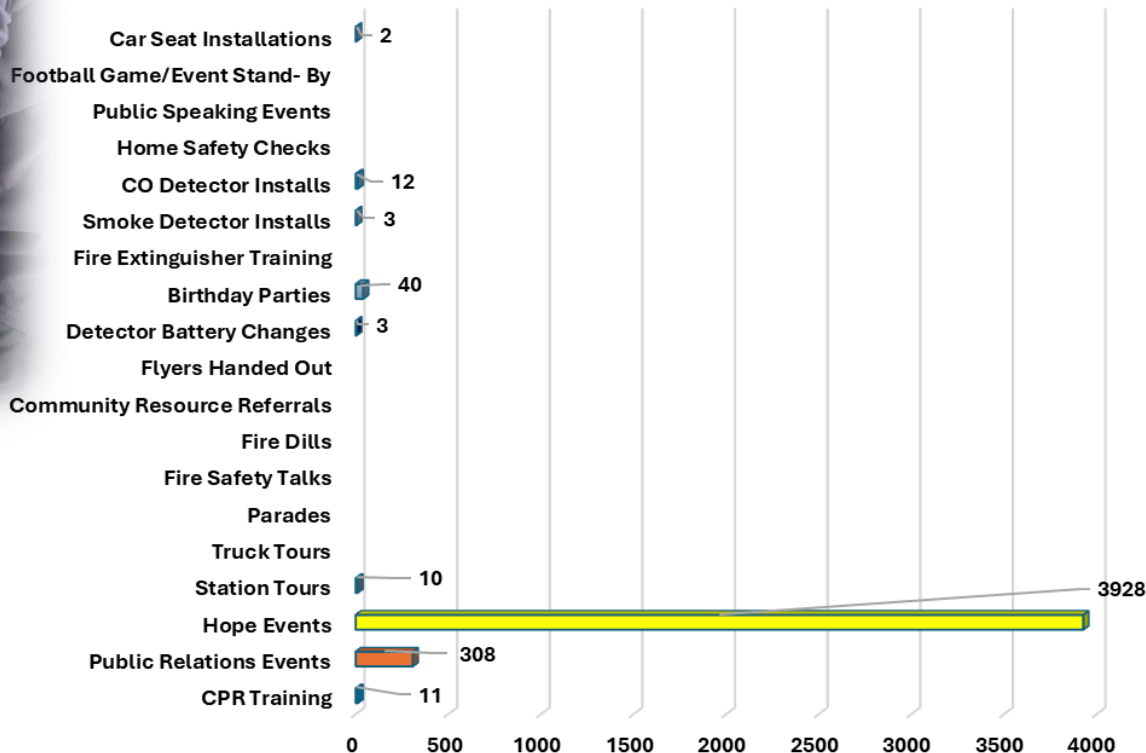


32 Events Attended

27.5 Total Hours Dedicated

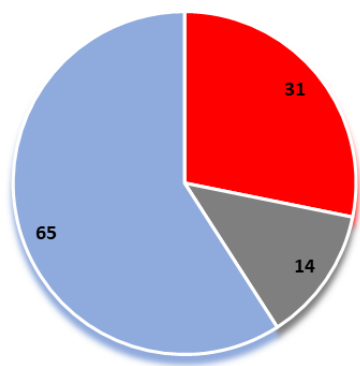
4,317 Total Citizens Outreached

Citizens Served

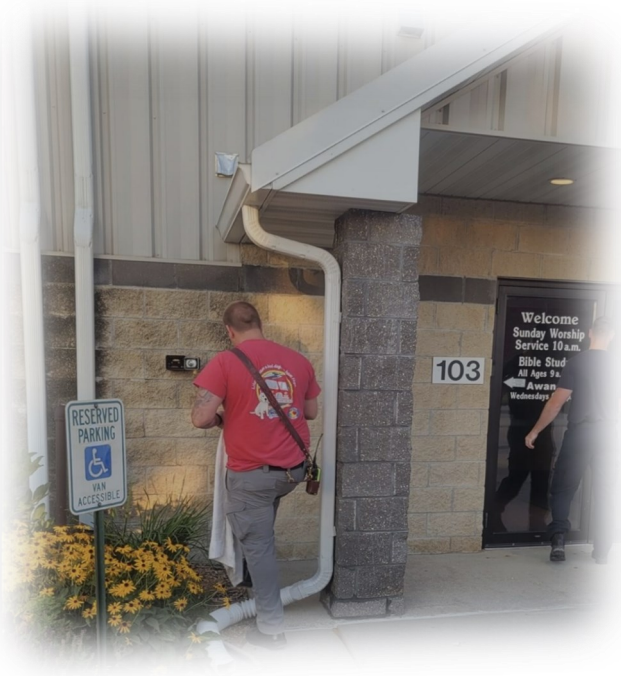


Code Enforcement

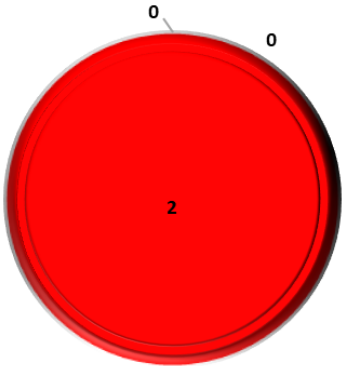
Station Work Hours



■ Station Work Detail ■ Maintenance ■ PT Admin Hours



Inspections/Alarm Tests



■ Commercial Inspections ■ Fire Alarms Test Completed ■ Site Plan Reviews

Reinspections Completed



Violations

0

■ Total Violations ■ Corrected Violations

Incidents & Happenings



August 1st— Motor Vehicle Collision

9400 Blk. NE 72nd St.— Bondurant

C421, R418 & A423, C420 responded to a 2 car accident. Upon arrival, 2 vehicles had heavy damage to them. 1 patient was transported and another treated and released. Altoona FD provided a second ambulance.



August 2nd— Animal Rescue

1000 Blk. Cove St. SE— Bondurant

Crews responded to an animal rescue incident. One snapping turtle was taken out of a window well and placed into a pond.



August 5th— Motor Vehicle Collision

700 Blk. Deer Ridge Dr. NW- Bondurant

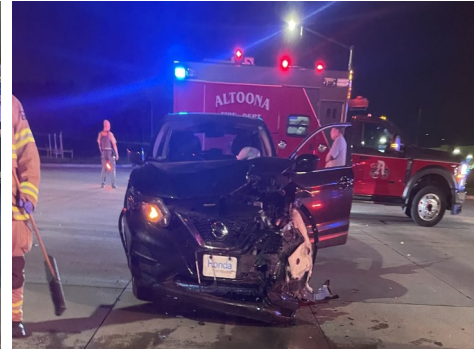
C421 & A423, rollover accident. Upon arrival, one vehicle was on its top. One patient treated and released.



August 5th— Motor Vehicle Collision

3200 Blk. Grant St. S.— Bondurant

C421, R418 & A423, C410 responded to a 2 car accident. Upon arrival, a 2 car, head-on crash was found. Two patients were transported and a third was treated and released. Altoona FD provided assistance with a second ambulance.



August 7th— Motor Vehicle Collision

Tailfeather Dr. NE & Grant St. N.— Bondurant

C421, R418 & A423, A414, C410 responded to a 2 car accident. Upon arrival, a car vs motorcycle was found. One patient was transported.

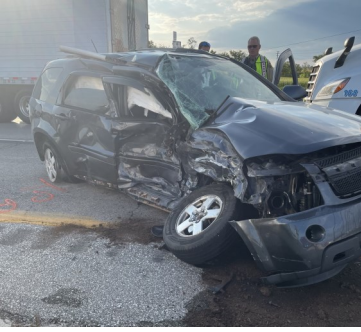


August 10th— Structure Fire

2300 Blk. NW 71st Pl.— Ankeny

E412 responded mutual aid for Ankeny FD on a structure fire. Crews were on scene for about 30 minutes.

Incidents & Happenings



August 11th— Motor Vehicle Collision

1500 Blk. Grant St. S.— Bondurant

C421, R418 & A423 responded to a 2 car accident. Upon arrival, a car vs semi, T-bone style crash was found. One patient was transported to a local hospital.

August 12th— New Employee

101 Grant St. S., Fire Station— Bondurant

FF/P Sarah Merrill started as a new full-time employee. She comes with a lot of experience and will be a great addition to the department. Welcome Sarah, we are lucky to have you.



August 15th— Annual Pump Testing

101 Grant St. S., Fire Station— Bondurant

Annual pump testing on all fire apparatus was completed. This allows the department to be NFPA compliant and ensure well working vehicles are available to serve the community.



August 18th— Structure Fire

800 Blk. 33rd St. SW— Bondurant

E412, A423, & C421 responded to a structure fire. Upon arrival, the exterior of the house had been on fire and most of the fire extinguished. Crews checked for extension of the fire and were on scene for about 45 minutes. We were assisted by Altoona, Delaware, Ankeny, and Mitchellville FDs.

August 19th— New Employee

101 Grant St. S., Fire Station— Bondurant

FF/EMT Payton Agans started as a new full-time employee. He comes with experience from an area department and will be a great addition to the department. He is currently in paramedic school. Welcome Payton, we are lucky to have you.



August 21st— Electric Locks

101 Grant St. S., Fire Station— Bondurant

Electric locks have been placed in the ambulances. This is a more secure way to keep the drugs that we carry safe and compliant. Thank you FF/P Crittenden for installing them.

Incidents & Happenings



August 22nd– Motor Vehicle Collision

E. University Ave & HWY 65 SB– Pleasant Hill

A423 responded mutual aid (CUR) to Pleasant Hill on an MVC with multiple patients. A423 transported one patient to a local hospital.



August – Lt. Reynolds EFO Class

National Fire Academy– Maryland

Lt. Ray Reynolds attended a 2 week course for his first semester of the Executive Fire Officer Program (EFO). This is an intense 2 year program consisting of 4 semesters.



August 26th– Silo Rescue

300 Blk. 2nd St. NE– Bondurant

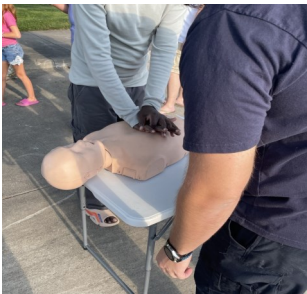
C421 & A423 responded to a person on top of the silo. Crews worked with deputies to calm the victim down and made their way to the top of the silos. Crews talked with the victim and helped him down.

Public Relations



August 6th– National Night Out

5995 NE 14th St., Polk County Sheriff's Office– Saylor Township
C410 and Hope attended National Night Out at the Polk County Sheriff's Office.



Wednesdays in July– Farmers Market

100 Blk. Main St. NE – Bondurant

Bondurant FD members attended the farmers market. Crews had a great time interacting with community members, showing the ambulance, teaching CPR, and being a part of the community.



August 9th– Birthday Party

100 Blk. 4th St. NW– Bondurant

E412 crew stopped by for a double birthday party. Crew got to take some pictures, provide a truck tour, and show what it takes to pull a hose line. Happy birthday, thanks for the invite.



August 13th and 22nd– Joint EMS Training

101 Grant St. N., Fire Station & 1000 Grant St. N, High School– Bondurant

The department members got an opportunity to do joint training with the Bondurant football emergency crews. They went over equipment and conducted a joint mock incident to better work together during an incident.



August 21st– Birthday Party

100 Blk. Tailfeather Dr. NE– Bondurant

E412, B427, & A423 crew stopped by for a double birthday party. Crew got to take some pictures and showed them the truck. Happy birthday, thanks for the invite.

You've Been Caught Doing an Amazing Job!

August 21st— New Certification

101 Grant St. S., Fire Station— Bondurant

FF/P Matt Crittenden passed his Fire Officer 1 test. Congrats Matt on your continued pursuit of education.

Bondurant Emergency Dept. —

Thank you so much for helping us with the water fight to end our 2024 Summer Reading Program!

Many thanks,

Megan S. & The Bondurant Library

Bondurant Emergency Services,

Thank you for your contribution to and support of the Office 3rd Annual National Night Out event.

We look forward to working with you again in the future.

Thanks again,

Kevin J. Schmidt

PCSO, Iowa
Sheriff

To the brave Community Helpers from the Bondurant Emergency Services:

Thank you for empowering the members of Christ the King Lutheran Church, Altoona, by providing training in the use of the AED.

Although we hope never to use these skills or device, we feel equipped to respond to a person experiencing a cardiac arrest here on our church premise.

We can't thank you enough for taking the time to train us to help reduce response time and improve the chances of survival for someone suffering from sudden cardiac arrest.

You truly are Community Helpers—and in our eyes, Community Heroes.

Blessings upon you,
Members of Christ the King Lutheran Church

From the girl that
Crashed her bike
Friday afternoon.



...so very much.

all
you were so kind
and patient.

P.S. Thank Janiene also

♥ Robin

Proclamation

NATIONAL CLEAN ENERGY WEEK September 23-27, 2024

Whereas, across Iowa, clean and readily abundant forms of energy power more homes and businesses than ever before; and

Whereas, clean energy is part of America's energy future. It includes generation from renewable sources such as wind, solar, hydro and geothermal sources, but it also includes nuclear, natural gas, and carbon capture technologies as well as energy storage; and

Whereas, the clean energy sector is a growing part of the economy and has been a key driver of growth in Iowa in recent years, [with nearly 35,000 Iowans currently employed in the clean energy sector](#); and

Whereas, Iowa is the nation's largest fuel ethanol and biodiesel producer, accounting for about [one-fourth of U.S. fuel ethanol production capacity and one-fifth of biodiesel manufacturing capacity](#); and

Whereas, wind turbines generate 62% of the state's electricity, the highest wind power share for any state and the second largest producer in the nation; and

Whereas, these jobs cannot be outsourced due to the on-site nature of construction, installation, and maintenance. Clean energy jobs are inherently local and contribute to the growth of local economies; and

Whereas, as our country celebrates National Clean Energy Week, I encourage individuals and organizations in Iowa to support commonsense solutions to address America's economic and energy needs in the 21st century.

Whereas, as our country celebrates National Clean Energy Week, I encourage individuals and organizations in Iowa to support commonsense solutions to address America's economic and energy needs in the 21st century. I also encourage Bondurant to implement the cleanest, lowest-emitting energy technologies available.

Now, therefore, I, Doug Elrod, Mayor of Bondurant, Iowa, do hereby proclaim September 23-27, 2024, as

NATIONAL CLEAN ENERGY WEEK

In Witness Whereof, I have hereunto set my hand and caused my seal to be affixed on this 16th day of September 2024.



Mayor



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.g.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution approving pay request no. 3 to McAninch Corporation for the Civic Campus Improvements Phase 1 Project in the amount of \$382,055.49

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #3 in the amount of \$382,055.49 related to the Civic Campus Improvements Phase 1 Project.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from August 1st through August 30th, for the project. All underground infrastructure has been installed, and the roadway has been paved for Courtyard Dr. SE. This will allow access to the Emergency Services Site for construction purposes. The contractor will be back onsite in the near future to begin work on the sanitary sewer and storm sewer work along the Ross and former Landus Properties. Once that work is done, it will complete the Civic Campus/Certified Site Phase 1 work. Phase 2 will go to bid very soon in hopes of being able to get some of that work completed yet this fall.

FUNDING SOURCE: Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-197
2. Pay Request No. 3

CITY OF BONDURANT
RESOLUTION NO. 240916-197

RESOLUTION APPROVING PAY REQUEST NO. 3 TO MCANINCH CORPORATION
FOR THE CIVIC CAMPUS IMPROVEMENTS PHASE 1 PROJECT IN THE AMOUNT
OF \$382,055.49

WHEREAS the Civic Campus Improvements Phase 1 Pay Request No. 3 was submitted on September 4th, 2024; AND

WHEREAS the pay request no. 3 is for work completed August 1st through August 30th, 2024, on the Civic Campus Phase 1 Project; AND

WHEREAS City Staff and engineers from Veenstra & Kimm have reviewed the pay application for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 3 to McAninch Corporation in the amount of \$382,055.49 hereby approved.

Passed this 16th day of September 2024,

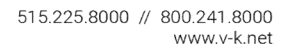
By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$1,627,374.45	\$916,454.71
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Water Main/Services and West Pond Excavation	\$92,795.80	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
(Refer to Bid Item Schedule for Total Completed) Total Change Orders		\$92,795.80	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$1,720,170.25	\$916,454.71
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$916,454.71
Retainage (5%)			\$45,822.74
Total Earned Less Retainage			\$870,631.97
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	June 3, 2024 to June 25, 2024	\$99,178.96	
2	June 26, 2024 to July 31, 2024	\$389,397.52	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
11		\$0.00	
12		\$0.00	
		Total Previously Approved	\$488,576.48
Amount Due This Request			\$382,055.49
Note: The amount \$382,055.49 is recommended for approval for payment in accordance with the terms of the Contract.			
		CONTRACT SUMMARY	
		ORIGINAL CONTRACT AMOUNT	\$1,627,374.45
		TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$1,720,170.25
		THIS PARTIAL PAYMENT	\$382,055.49
		TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$870,631.97
		BALANCE	\$849,538.28
		PERCENT COMPLETE	53.3%
Recommended By: Veenstra & Kimm, Inc.		Contractor: McAninch Corporation	
Approved by: City of Bondurant			
Signature		Signature	
Name	William Weber	Name	
Title	Project Manager	Title	
Date	Sep 4, 2024	Date	



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.h.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution affixing a date for a public hearing to consider text amendment to Section 178.12. of the Zoning Code creating the Business Park (BP) District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City of Bondurant has recently kicked-off a Zoning Ordinance Rewrite effort. As part of this effort, City staff requested Confluence to draft a new zoning district to be called Business Park (BP) District. The intent of this district is to serve uses that would be compatible adjacent to residential and general commercial districts even though their uses may not be outright permitted in these districts. The district would include such uses as construction sales and service offices, retail sales, light manufacturing, and warehousing and wholesaling.

The Planning and Zoning Commission considered this amendment at its September 12, 2024 meeting.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 7-0 to recommend approval of the text amendment at their September 12, 2024 meeting. Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-198
2. Business Park Zoning District

CITY OF BONDURANT
RESOLUTION NO. 240916-198

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING TO CONSIDER TEXT
AMENDMENT TO SECTION 178.12. OF THE ZONING CODE REGARDING
CREATION OF THE BUSINESS PARK (BP) DISTRICT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That the City Council of the City of Bondurant, Iowa hereby proposes to consider the following Ordinance:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, 2002, BY AMENDING SECTIONS 178.12. OF THE ZONING
CODE REGARDING THE CREATION OF THE BUSINESS PARK (BP) DISTRICT

A public hearing will be held on October 7, 2024, at 6:00 p.m. at the Bondurant Public Library at 106 2nd Street NE, Bondurant, Polk County, Iowa, at which the Council will hear objections or support to said proposed Ordinance.

The Clerk is hereby directed to publish Notice of said Hearing, as by law required.

Passed this 16th day of September 2024,

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Sillanpaa				
McKenzie				
Peffer				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will meet at 6:00 p.m. on October 7, 2024, in the Bondurant Public Library at 106 2nd Street NE, Bondurant, Polk County, Iowa, to consider text amendments to the following sections of the Zoning Code: 178.12. regarding creation of the Business Park (BP) District. All interested parties are encouraged to attend.

178.12 BP BUSINESS PARK. The “BP” District is intended for business and limited light industrial uses that are at a smaller scale and compatible with being in closer proximity with residential uses. Uses include office and general business uses, contractor’s offices, storage and warehousing, and light assembly and manufacturing. All activities occur within a building with no outdoor storage of goods and bulk materials. Buildings have front facades with more of an office or retail level of finish and sites are well landscaped with parking lots and loading docks paved and well screened from adjoining properties.

- 1. Principal Permitted Uses.** Only the uses of structures or land listed in this section shall be permitted in the “BP” District, provided, however, that all manufacturing, assembling, compounding, processing, packaging or other comparable treatment, shall take place within completely enclosed buildings and there shall be no outdoor storage of goods and materials. All open areas not used for off-street parking or loading shall be planted with grass, shrubs and trees, properly maintained, and kept free from refuse and debris.
 - A. Public and civic uses including colleges, universities, trade schools, public or private K-12 schools, membership or religious organizations, social clubs, government buildings, hospitals, and similar uses.
 - B. Childcare center, state license required.
 - C. Banks and the offices of financial services.
 - D. Construction sales and service offices, contractor office, office for plumber, electrician, HVAC service or similar use with no outdoor storage of construction materials, debris, and goods.
 - E. Funeral homes.
 - F. Medical or dental clinic, pediatrician's office, outpatient surgery center, medical testing center, or similar use.
 - G. Personal and consumer services, including beauty salon, barbershop, dry cleaner and laundry service, fitness center, gym, health spa, and similar uses.
 - H. Print shop, copy center, retail shipping store.
 - I. Professional Office (corporate, law, engineering, architecture, real estate, insurance, accounting, bookkeeping or similar use).
 - J. Retail sales (grocery store, hardware and building supply, pharmacy/drug store, office supplies store, bakery, clothing or department store, and similar retail use - not including any automotive, truck, or motor vehicle-oriented service or sales businesses, gas or service stations, truck stops).
 - K. Restaurants without drive-thru facilities.

- L. Light manufacturing, assembly, and testing of small appliances, small industrial and electronic instruments and devices, small mechanical components, and consumer goods - not including any food related processing or packaging or other raw or waste material processing or packaging, provided that the entire operation is conducted within a building and no materials and/or products are stored outside the building.
- M. Research laboratory and testing.
- N. Indoor storage of equipment, data and records, electronic data center, furniture and similar items.
- O. Warehousing and wholesaling (may not exceed 40,000 square feet of building space).

2. Permitted Accessory Uses.

- A. Accessory uses of land or structures customarily incidental and subordinate to any of the above principal uses.
- B. Signs in accordance with Chapter 181 of this Code of Ordinances.
- C. TV Dish Antennas and Communication towers in accordance with Section 177.11 of this Code of Ordinances.

3. Required Conditions.

- A. No use shall be permitted to be established or maintained which by reason of its nature or manner of operations is or may become hazardous, noxious, or offensive owing to the emission of odor, dust, smoke, cinder, gas, fumes, noise, vibrations, refuse matter or water-carried waste.
- B. Where property zoned “BP” is adjacent to any property zoned for residential use, in addition to the screening requirements of 179.02.4, a 25 foot-wide buffer yard shall be provided whereby no part of any required buffer yard shall be used for parking, storage, loading, active recreation, locating refuse containers, or similar activity which may create a nuisance.

4. Permitted Conditional Uses.

- A. Communication towers (freestanding type), see section 177.12 of the Zoning Code – General Regulations.
- B. Communication towers (building-supported type), see Section 177.13 of the Zoning Code – General Regulations.
- C. Wind Energy Conversion Systems (WECS), see section 177.14 of the Zoning Code – General Regulations.
- D. Mini warehouse or self-storage facility (in-door only).

5. Bulk Regulations. The following minimum requirements shall be observed subject to the modifications contained in Section 177.07.

- A. Front Yard. 50 feet from all streets or public Ingress/Egress easements.
- B. Side Yard. 20 feet; provided that where adjacent to an “R” or “C-1” zoning district a side yard of 25 feet shall be required.
- C. Rear Yard. 50 feet.
- D. Maximum Height. 45 feet.
- E. Minimum Lot Area. 10,000 sq. ft.
- F. A minimum of 15% of the lot area shall be retained as landscaped open space to include such items as walks, trees, shrubs, fountains, or other ornamental features.

Summary of BP Bulk Regulations:

(A) Front Yard Setback	50 ft.
(B) Side Yard Setbacks	20 ft. 25 ft. if adjacent to street, “R”, or “C-1” zoning district.
(C) Rear Yard Setback	50 ft.
(D) Maximum Height	45 ft.
(E) Minimum Lot Area	10,000 sq. ft.
(F) Minimum Open Space	15% of the lot area



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.i.
For Meeting of 9/16/2024
Ordinance

TITLE: - Resolution affixing a public hearing to consider request to amend the Future Land Use Map for 319 Washington Avenue SE from Regional Commercial to Business Park/Light Industrial

CONTACT PERSON:

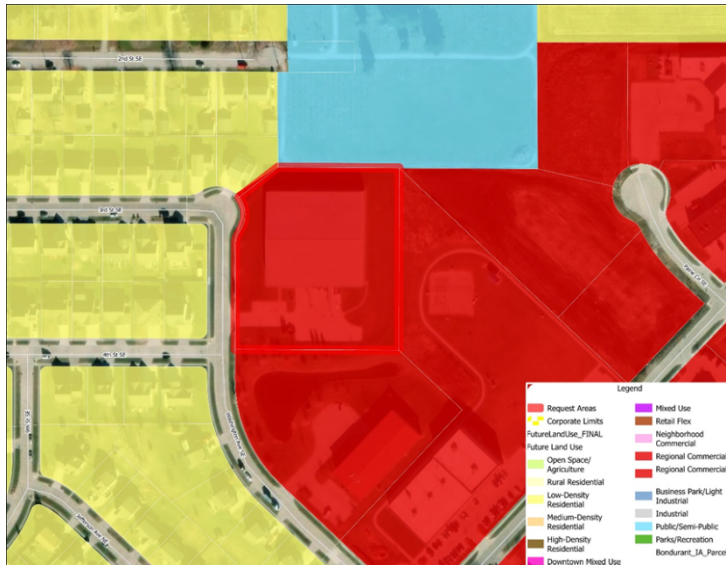
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City of Bondurant has received a request to amend the Future Land Use Map. The request would amend 319 Washington Avenue SE from Regional Commercial to Business Park/Light Industrial. The current use of the property is warehousing, the requested amendment would allow for the continuation of this use. An aerial of proposed amendment area can be found below:

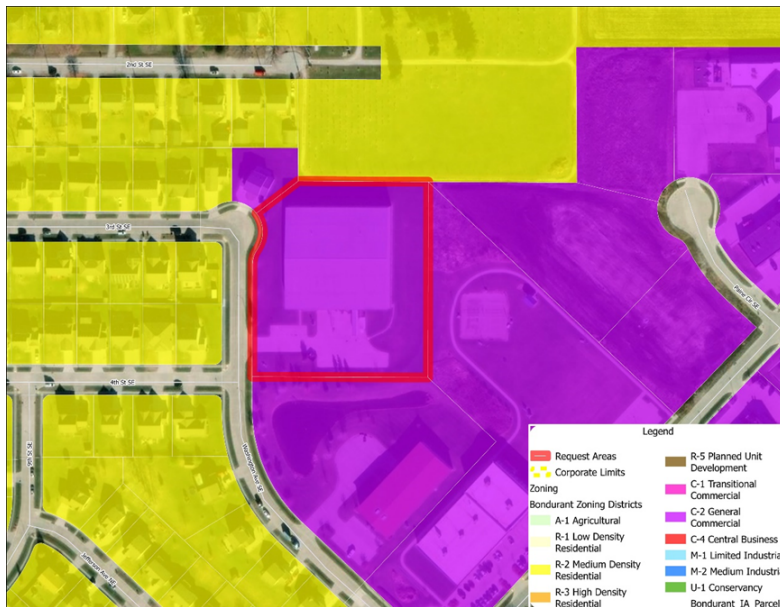


The City's Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides this area as Regional Commercial. 319 Washington Avenue SE has operated a warehousing use since its construction. This use is not an allowable use in the C-2 General Commercial District and is considered a legal non-conforming use. The area to the south and east

are shown on the Future Land Use Map as General Commercial, Public/Semi-Public to the north and Low-Density Residential to the west. The current Future Land Use Map with the proposed amendment area outlined can be seen below.



The property in question is currently zoned C-2 Regional Commercial. The requested amendment would not change the zoning of the property. The property is outlined in red on the City Zoning Map below:



Analysis: The applicant submitted a site plan to construct the existing building in 2007. There is indication the City intended to rezone the property from C-2 General Commercial to an Industrial zoning at that time. City staff has not been able to find any ordinance, resolution, or meeting minutes to indicate such a rezoning took place. City

staff considers the operation of this property to be a legal non-conforming use. The applicant is requesting an amendment to the Future Land Use Map as well as a rezoning request to allow for the continuation of the current use of warehousing.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 7-0 to recommend approval of the request to amend the Future Land Use Map at their September 12, 2024 meeting. Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-199

CITY OF BONDURANT
RESOLUTION NO. 240916-199

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REQUEST TO
MODIFY FUTURE LAND USE MAP FOR 319 WASHINGTON AVENUE SE FROM
REGIONAL COMMERCIAL TO BUSINESS PARK/LIGHT INDUSTRIAL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That the City Council of the City of Bondurant, Iowa, hereby proposes to amend the Future Land Use Map from Regional Commercial to Business Park/Light Industrial on property located at 319 Washington Avenue SE, property described as follows:

LOT 1 MEADOW BROOK NORTH PLAT 18

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 7th day of October, 2024 6:00 p.m. at the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa at which time the Council will hear public comments on the proposed change in rezoning of said property.

BE IT FINALLY RESOLVED THAT: The City Clerk is hereby directed to publish notice of said hearing, as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 16th day of September 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on October 7, 2024 in the Bondurant City Center at 106 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to amend the Future Land Use Map from Regional Commercial to Business Park/Light Industrial on property located 319 Washington Avenue SE, on properties described as follows:

LOT 1 MEADOW BROOK NORTH PLAT 18

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.j.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution affixing a public hearing to consider the request to rezone 319 Washington Avenue SE from the General Commercial (C-2) District to the Business Park (BP) District

CONTACT PERSON:

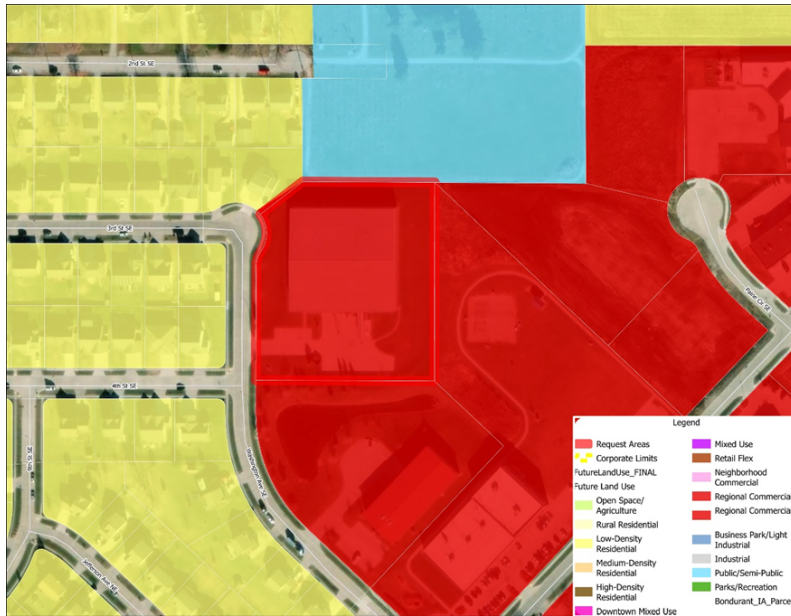
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City has received a rezoning request for 319 Washington Avenue SE. The rezoning request proposes to change the zoning from C-2 General Commercial to BP Business Park. This property is fully developed and has been operating as a legal non-conforming use. The request area is highlighted below.

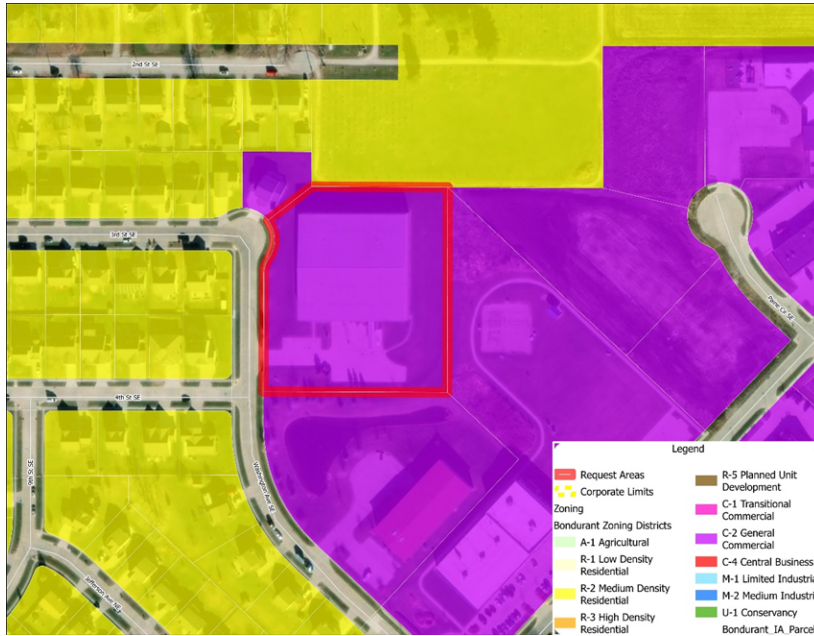


When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map – the applicant has requested an amendment to the 2022 Future Land Use Map. The amendment would change the request area from Regional Commercial to Business Park/Light Industrial. There is existing Regional Commercial areas located south of the request area. There is existing low-density residential located to the west of the request area. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – 319 Washington Avenue SE is currently zoned C-2 General Commercial. At the time this site was developed there were conversations between the City and the applicant that indicated the City would rezone this property. City staff is unable to find any ordinance, resolution or meeting minutes to suggest this rezoning ever took place. The current use of the property, warehousing, is not permitted within the C-2 General Commercial District. The Business Park District would allow for this use to take place. The property in questions is outlined in red below on the City's existing Zoning Map.



Parkland Dedication – This site is fully developed and has no parkland dedication requirements to fulfill.

Streets – The property has one access point from Washington Avenue SE.

Pedestrian Connections – There is currently a pedestrian sidewalk on site along Washington Avenue SE.

Utilities – All utilities have been expanded to this site.

FEMA Floodplain – this development is not located in the FEMA Floodplain area.

Stream Buffer Ordinance - this development is not subject to the City's Stream Buffer Ordinance.

Comments from City Officials and Utilities -

- City Engineering – No comments received at this time.
- Public Works – No comments received at this time.
- Emergency Services – No comments received at this time.

The Planning and Zoning Commission has this item on its September 12, 2024 agenda.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 7-0 to recommend approval of the rezoning request at their September 12, 2024 meeting. Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-200

CITY OF BONDURANT
RESOLUTION NO. 240916-200

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REQUEST FOR
REZONING FROM THE GENERAL COMMERCIAL (C-2) DISTRICT TO THE
BUSINESS PARK (BP) DISTRICT, ON PROPERTY LOCATED AT 319 WASHINGTON
AVENUE SE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That the City Council of the City of Bondurant, Iowa, hereby proposes to rezone property from the General Commercial (C-2) District to the Business Park (BP) District on property described as follows:

LOT 1 MEADOW BROOK NORTH PLAT 18

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 7th day of October, 2024 6:00 p.m. at the Bondurant Public Library at 106 2nd Street NE, Bondurant, Polk County, Iowa at which time the Council will hear public comments on the proposed rezoning request of said property.

BE IT FINALLY RESOLVED THAT: The City Clerk is hereby directed to publish notice of said hearing, as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 16th day of September 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on October 7, 2024 in the Bondurant Public Library at 106 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to rezone property from the General Commercial (C-2) District to the Business Park (BP) District, on property described as follows:

LOT 1 MEADOW BROOK NORTH PLAT 18

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.k.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution affixing a public hearing to consider request to amend the Future Land Use Map for portions of the Civic Campus North Preliminary Plat area from Public/Semi-Public to Regional Commercial for October 7, 2024

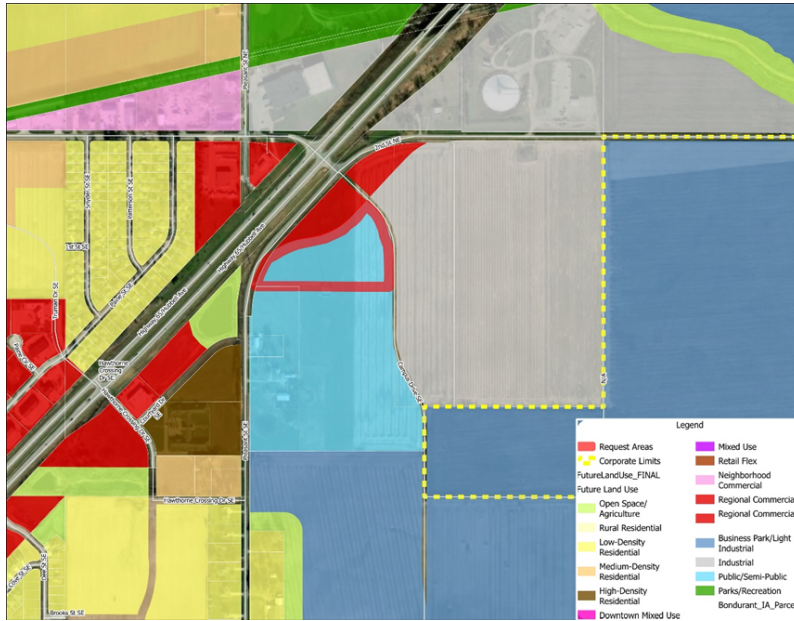
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

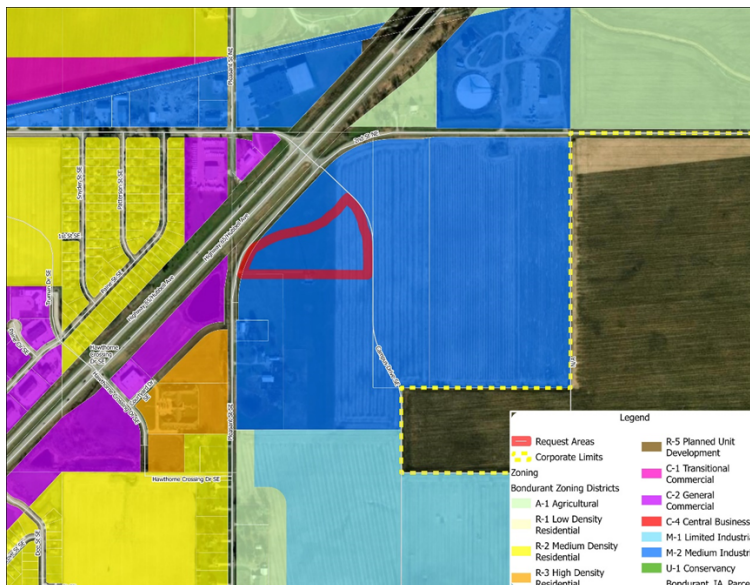
BRIEF HISTORY & ANALYSIS: The City of Bondurant is submitting a request to amend the Future Land Use Map. The request would amend a Lots 1 and 2 of the Civic Campus North Preliminary Plat from Public/Semi-Public to Regional Commercial. The request would allow for regional commercial development to take place on the lots. An aerial of proposed amendment area can be found below:



The City's Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides this area as Public/Semi-Public. The Civic Campus Master Plan shows this area being developed as General Commercial. The area directly south of these lots are shown in the Master Plan as being developed for City services. The current Future Land Use Map with the proposed amendment area outlined can be seen below.



The property in question is currently zoned M-2 Medium Industrial. The requested amendment would not change the zoning of the property. The property is outlined in red on the City Zoning Map below:



Analysis:

The Planning and Zoning Commission reviewed the Civic Campus Master Plan at their March 9, 2023 meeting. The Commission voted 6-0 to recommend approval of the Plan. The plan was approved by City Council at their April 10, 2023 meeting. The proposed Future Land Use Map amendment is consistent with the approved Civic Campus Master Plan, which has been attached to this agenda statement.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 7-0 to recommend approval of the amendment to the Future Land Use Map at their September 12, 2024 meeting. Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-201
2. Civic Campus Master Plan

CITY OF BONDURANT
RESOLUTION NO. 240916-201

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REQUEST TO
MODIFY FUTURE LAND USE MAP FOR LOTS 1 & 2 OF THE CIVIC CAMPUS
NORTH PRELIMINARY PLAT AREA FROM PUBLIC/SEMI-PUBLIC TO REGIONAL
COMMERCIAL.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That the City Council of the City of Bondurant, Iowa, hereby proposes to amend the Future Land Use Map for Lots 1 & 2 of the Civic Campus North Preliminary Plat area from Public/Semi-Public to Regional Commercial, on property described as follows:

LOTS 1 & 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT, LOCATED IN BONDURANT, POLK COUNTY, IOWA AND THOSE REMAINING PORTION OF PARCEL 8022-32-102-003 NORTH OF LOTS 1 & 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT; AND ALL OF PARCEL 8022-32-102-006.

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 7th day of October, 2024 6:00 p.m. at the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa at which time the Council will hear public comments on the proposed change in the Future Land Use map.

BE IT FINALLY RESOLVED THAT: The City Clerk is hereby directed to publish notice of said hearing, as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 16th day of September, 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on October 7, 2024 in the Bondurant City Center at 106 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to amend the Future Land Use Map from Public/Semi-Public to General Commercial on properties located in the Civic Campus North Preliminary Plat area, properties further described as follows:

LOTS 1 & 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT, LOCATED IN BONDURANT, POLK COUNTY, IOWA AND THOSE REMAINING PORTION OF PARCEL 8022-32-102-003 NORTH OF LOTS 1 & 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT; AND ALL OF PARCEL 8022-32-102-006.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



Civic Campus Site - View from North



Civic Campus Site - View from South



Civic Campus Site - View from West

Bondurant Civic Campus Master Plan

- *Planning and Zoning Commission recommended approval of the Master Plan on **March 9th, 2023.***
- *City Council approved the Master Plan on **April 10th, 2023.***



CONFLUENCE



Master Plan Purpose

Project Background

Bondurant has a current population of around 8,000 and has experienced significant population growth in recent decades. Between 2010 and 2020, Bondurant saw a 91% increase in population. The 2022 adopted Building Bondurant Comprehensive Plan anticipates Bondurant could have a population of between 22,800 and 32,400 people by 2050. Bondurant has also seen a significant increase in commercial and industrial investment within the community. Since 2017, the community has added more than 3,000 jobs and grown its industrial/commercial valuation more than 500%. The city has been proactive in its efforts to pursue commercial and industrial development, which will likely to lead to continued employment and population growth. All of this growth and development places increased demand on city services, which has spurred the need for expanded emergency services and community infrastructure.

In September 2022, the City of Bondurant hired a consultant team composed of SVPA, Confluence, and Kirkham Michael to create a Civic Campus Master Plan document for an undeveloped 46-acre site located near Highway 65 and adjacent to 2nd Street NE and Pleasant Street SE. This land was chosen for the Civic Campus because of its proximity to Highway 65 and its location in an area slated for industrial/commercial development in the recently adopted Building Bondurant Comprehensive Plan. The Civic Campus Master Plan will help ensure both current and future anticipated civic demands are met for the community.

Plan Overview

The Civic Campus Master Plan supports goals and policies identified in the Building Bondurant Comprehensive Plan. The Building Bondurant Comprehensive Plan included a significant public input process to ensure the goals, policies, and action items were community-supported. Goal 28 and its policies specifically addressed the Civic Campus Master Plan:

Goal 28: Support City-operated services and infrastructure through investment.

Policy 28A: Follow and implement the recommendations outlined in the Civic Campus Master Plan to help support City Departments in maintaining an efficient infrastructure system.

Policy 28B: Consider ultimate build-out of the site during the planning process to identify other potential relocations of City services and departments.

The Civic Campus Master Plan is also consistent with the following sustainability policies of the Building Bondurant Comprehensive Plan:

Policy 18G: Continue to encourage the use of green infrastructure on public and private property throughout Bondurant

Policy 18H: Continue to install green technology when feasible with public improvement projects.

To help meet current and future demand created by population and job growth, the Civic Campus Master Plan addresses both short- and long-term needs for city services by identifying a phased approach for the ultimate build-out of the campus over the next several decades. In the short-term, the Civic Campus Master Plan identifies the need to relocate the Bondurant Emergency Services Facility and the Public Works Facility to the Civic Campus site. Identified long-term needs of the Civic Campus area include a relocated City Hall, a Law Enforcement Center, and the preservation of additional land retained by the city for any potential future civic uses. Once fully constructed, the Civic Campus will be a hub of centralized civic services supporting the operations within the City of Bondurant.

Plan Process

The Civic Campus Master Plan was completed over a six month planning period. The Civic Campus Master Plan was guided through the use of a Steering Committee. The consultant team met with the Civic Campus Master Plan Steering Committee during the planning process to arrive at the concepts included as part of this Civic Campus Master Plan document.

Members of the Civic Campus Master Plan Steering Committee include:

- Marketa Oliver, City Administrator
- Jené Jess, Finance & Employee Services Director
- Aaron Kreuder, Emergency Services Director
- John Horton, Public Works Director
- Maggie Murray, Planning & Community Development Director
- Isaac Pezley, City Planner
- John Bergeson, Public Works Operations Coordinator
- Greg Roth, City Engineer with Veenstra & Kimm

This Civic Campus Master Plan document includes a proposed primary layout (Option A) and an alternative layout (Option B) to accommodate the potential for an expanded Public Works site. Option B provides for future city-related growth and allows for the possibility of future collaboration with other public organizations for maintenance needs.

Site Overview

Existing Site Conditions

The Civic Campus site is currently comprised of three parcels containing 46 acres located along Pleasant Street SE and 2nd Street NE near Highway 65. In 2023/2024, the City of Bondurant will extend a new north/south road on the eastern boundary of the campus. This road construction project will also include improvements to the Highway 65/2nd Street NE/Pleasant Street SE intersection, including signalization, to make vehicular movements safer in this area. The Civic Campus Master Plan also shows that Courtyard Drive SE should be extended east/west through the center of the campus area to help with east/west connectivity in the area.

There are several existing structures within this Civic Campus site, including a cell tower, a dwelling, and several agricultural outbuildings. The dwelling and the agricultural outbuildings will be demolished to make way for the proposed Civic Campus improvements. The Civic Campus Mater Plan has been designed in such a way that initial phases of Civic Campus development can occur while the cell tower exists; however, the Civic Campus Master Plan also identifies a cell tower relocation option for if it is determined a relocated cell tower is preferred in the future. Highway 65 is located north of the Civic Campus, the undeveloped Myers 1 certified site is located east of the Civic Campus, the Myers 2 certified site (in-process) is located south of the civic campus, and the Hawthorne Crossing subdivision is located west of the Civic Campus. Existing site conditions are shown in Figure 1.1.

Street & Pedestrian Connectivity

The Civic Campus Master Plan includes a series of primary and secondary pedestrian connections. The primary pedestrian connection will be located along the western portion of the campus along Pleasant Street SE connecting north up to the 2nd Street NE area. The primary pedestrian connection should be extended north along land just outside of the Civic Campus Master Plan project area so that it connects up to the regional Chichaqua Valley Trail located within the Highway 65 right-of-way. The Civic Campus Master Plan also shows the potential for tying this primary trail connection south along the open space buffer of the Myers 2 Certified Site (in-process). The Civic Campus Master Plan shows secondary trail locations along Campus Drive SE, Courtyard Drive SE, and other locations. These secondary trail areas also wrap around the proposed stormwater retention features north of Courtyard Drive SE. Street and pedestrian connectivity are shown in Figure 1.4.

Stormwater Narrative

The Civic Campus site sits in a relatively flat area of Bondurant. This will make drainage of the proposed development more challenging and may require some non-traditional techniques to provide adequate drainage for the development. Overall, the existing drainage pattern to the northeast of the site should be maintained. On-site wet detention basins should be utilized in a linear fashion throughout the sites to provide positive drainage locations that utilize zero fall. These wet detention basins can serve as an opportunity for low-impact design benefits and improved water quality features. They can also benefit downstream areas because they provide excess detention.

Landscaping Narrative

All of the Civic Campus site is currently owned by the City of Bondurant and is intended to be developed over the next 20 years. As such, the landscape is designed to grow with the development. Lots that are designated for future civic use will be planted with small/medium-sized trees to serve as a nursery for the City of Bondurant. Trees can grow and be harvested as needed for the community. There must be no more than 20% of any tree species planted to increase diversity. This will reduce risk of disease and insect damage that could kill off a substantial portion of the tree cover. Landscape buffers will be provided to the south along the adjacent industrial district. A buffer will also be provided along the north where the property is adjacent to residential houses. The southern buffer can also be planted so that some trees can be harvested in the future for use elsewhere.

The roadway corridors to the east and west of the main site should have overstory street trees as provided by the associated roadway project. At the major intersections, care should be given to avoid corner vision triangles. These can be avoided by anchoring smaller trees and shrubs in the corners. Detention ponds are designed to be natural areas that include pedestrian connections to each road and lot. A combination of prairie grasses, overstory trees, and understory trees should be used to keep detention ponds more natural and park-like. Stormwater basins are intended to be a combination of detention and retention. It is important for these areas be kept as natural as possible. The two southern pond areas require less maintenance than the main pond in the center of the development. Minimizing lawn all the way to the water's edge will decrease the likelihood of geese taking over the landscape. Each individual parcel should be held to the city's design standards. Street trees, parking lot screening, and ground cover will be required.

Utilities Narrative

The existing watermain, shown in Figure 1.5, will be extended west to provide water to the Civic Campus site. A watermain would loop to the Civic Campus site and extend south along the corridors east and west of the site. Extension of the watermain east along 2nd Street NE and north to the existing crossing of Highway 65 near Lake Petocka would provide redundancy through a second connection across Highway 65. Sanitary sewer would be serviced by an existing pump station located northeast of the Civic Campus site along 2nd Street NE. A new gravity-fed sewer, as shown in Figure 1.5, would need to be constructed from the lift station to the Civic Campus site to provide service to the proposed lots both east and west of site. The existing pump station feeds back along the 2nd Street NE to the existing manhole located southeast of the Proposed City Hall site. The existing force main is located approximately 40 feet north and west of the existing 2nd Street NE and Pleasant Street SE alignment. Water will extend to the southern boundary along Campus Drive SE and Pleasant Street SE. An existing manhole west of Pleasant Street SE can service City Hall, Public Works, and the lot between. With the proposed relocation of these roadways and addition of commercial lots at the intersection with Highway 65, there could be potential impacts to the existing force main. Potential relocation of the force main may be necessary for development of the proposed commercial lots.

Figure 1.1 Existing Site Conditions

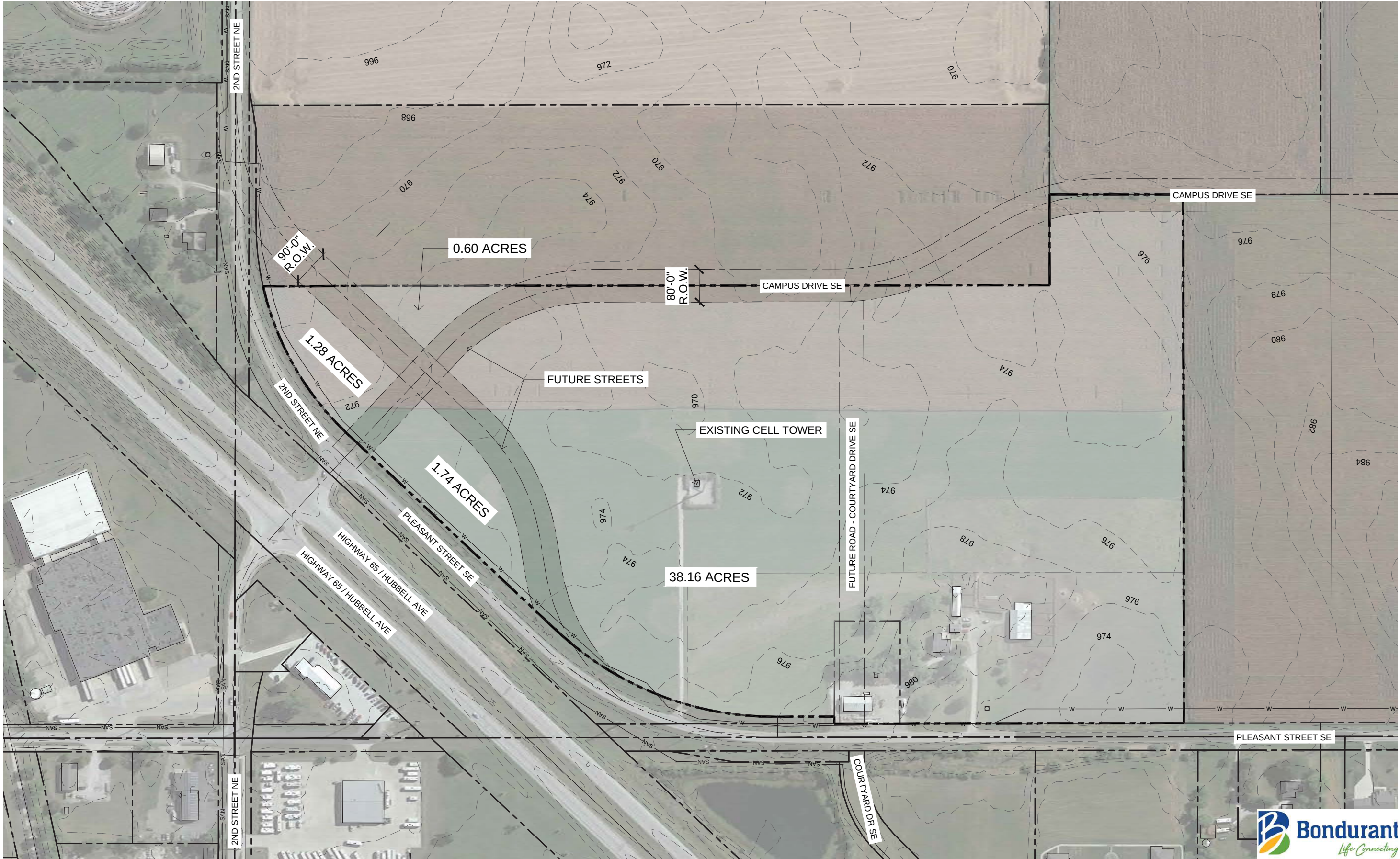


Figure 1.2 Proposed Layout Option A



Figure 1.3 Proposed Layout Option B



Figure 1.4 Proposed Layout Option A: Pedestrian Connentivity



Figure 1.5 Proposed Utilities Plan



Phasing Plan



Figure 1.6 Proposed Phasing Plan

Land Use Elements

The Civic Campus Master Plan identifies lands that should be retained by the City of Bondurant for civic use.

Areas to be retained by the City of Bondurant for civic use:

- o **Emergency Services Site.** This site is 6.49 acres and is located at the southeastern portion of the Civic Campus. Based upon the future growth projections for the City of Bondurant, the Emergency Services building has been programmed with input from the current emergency services staff regarding facility needs as the community grows, as well as evaluation of larger community facilities in the area. The facility includes 6 emergency service apparatus bays which allow for 12 emergency vehicles. Other building spaces include administration areas, kitchen day room, sheriff's office, training room, quiet rooms, and ancillary support areas. The station will be planned with enhanced decontamination control for firefighter well-being to allow station personnel to remove and clean contaminated gear before entering the clean portions of the station. For the master plan, the building footprint is approximately 29,000 square feet and can be expanded as needed with expected future community growth. The building includes a fitness facility of approximately 5,000 square feet that would include cardiovascular and strength equipment and will be available to all individuals covered by the City of Bondurant's insurance plan. The building has an ICC-500-rated storm shelter under the storage mezzanine. The training room could be utilized as an emergency command response center. The site has been positioned on the south edge of the property as a buffer to the adjacent property zoned industrial/warehouse. Parking for the fitness center is provided on the north end of the building while parking for Emergency Services employees is provided to the south. Parking is intentionally disconnected from the Emergency Vehicles' access routes.
- o **Public Works Site.** This site is 7.91 acres and is located at the southwestern portion of the Civic Campus. Based upon the future growth projections for the City of Bondurant, the Public Works facility has been programmed with input from Public Works staff and evaluation of projected city services and estimated growth in 5-7 years. Other public works facilities were studied for a projected size of approximately 58,000 to 64,000 square feet. The facility includes maintenance vehicle storage for approximately 18 large pieces of equipment and up to 15 pickup trucks. The facility includes 3 maintenance bays with interior access to vehicle storage. Interior spaces include administration offices, 30-person training and meeting room, locker facilities, and a break room. Other amenities would include a heated wash bay, covered exterior bulk storage, salt storage, street sweeping bins, and the exterior lot behind the building is expandable as the city continues to grow. The site has been positioned on the south edge of the property as a buffer to the adjacent property zoned industrial/warehouse. Employee parking access is provided off of Pleasant Street SE. Option B alternative provides for future city-related growth and allows for the possibility of future collaboration with other public organizations for maintenance needs. This site has space to accommodate a larger building depending on the needs of the City at the time.
- o **Law Enforcement Site.** This site is comprised of 2.87 acres. Based upon the future growth projections for the City of Bondurant, the Law Enforcement building footprint indicated on the master plan is in the range of 20,000 to 25,000 square feet. The size was determined by evaluating other facilities throughout the country. The site has space to accommodate a larger facility depending on the needs of the city at the time. The City of Bondurant currently contracts with the Polk County Sheriff's Department for law enforcement services. The designation of space for law enforcement preserves the land either for a facility used as a Sheriff's outpost or as a community-specific facility at a point in the future if the city decides to found a city police department. The location of the law

- enforcement, Bondurant Emergency Services, and the Public Works facility was designed to screen the back-of-building type activities and storage that can be less aesthetically pleasing.
- o **City Hall Site.** Based upon the future growth projections for the City of Bondurant, the City Hall building is shown on the site master plan at approximately 8,500 to 11,000 square feet compared to the current City Hall at 5,614 square feet. The projected size is comparable to other surrounding larger city hall facilities. The site can accommodate a larger building depending on the space needs for a new City Hall in the future. This site is 3.20 acres and is located along Pleasant Street SE toward the eastern portion of the Civic Campus. This location was selected due to its high visibility from the Highway 65 corridor. The proposed building location helps to anchor the intersection of Pleasant Street SE and Courtyard Drive SE. City Hall will be connected to the series of internal trails surrounding the proposed retention ponds.
 - o **Future Civic Use Parcels.** The Civic Campus Master Plan identifies a 5.54-acre site at the intersection of Campus Drive SE and Courtyard Drive SE and also a 2.52-acre site at the intersection of Pleasant Street SE and Courtyard Drive SE. Future uses for these areas include facility expansion space, a nursery, or other uses that are determined in the future.



Figure 1.7 Emergency Services Building Example



Figure 1.8 Emergency Services Interior Example



Figure 1.9 Public Works Facility Example



Figure 1.10 Public Works Interior Example

Land Use Elements

The Civic Campus Master Plan identifies lands that can be considered to be subdivided and sold for private development. When reviewing potential private development proposals, the City should ensure that the use(s) and site/building designs align with the vision set forth in this plan and the Building Bondurant Comprehensive Plan.

Areas with potential for being subdivided and sold for private development:

These areas are situated along the high-visibility areas close to Highway 65. While final private development parcel acreage will be determined at a future subdivision plan review level, the Civic Campus Master Plan does include estimated private development acre totals. Below is a summary of estimated acre totals and proposed potential private development use.

- o **1.92-acre Site – for Commercial Development.** This recommended use is consistent with the city's Future Land Use Plan which guides for Regional Commercial at this location. The Regional Commercial land use category is designed for larger-scale commercial activity that occurs along and near major highways to provide commercial services to local residents and the traveling public. Typical uses within this land use category include gas stations, car washes, fast food restaurants, sit-down restaurants, hotels, banks, and other uses.
- o **1.23-acre Site – for Commercial Development.** This recommended use is consistent with the city's Future Land Use Plan which guides for Regional Commercial at this location.
- o **3.88-acre Site – for Commercial Development.** This recommended use is consistent with the city's Future Land Use Plan which guides for Regional Commercial at this location.
- o **4.79-acre Site – for Medical Office Development.** This proposed land use will require an amendment to the city's Future Land Use Map prior to any future rezoning request, as the Future Land Use Map shows future Public/Semi-Public use at this location. The Comprehensive Plan showed Public/Semi-Public land use in this area because at the time of the Comprehensive Plan's adoption, the detailed analysis included within this Civic Campus Master Plan document had not yet been conducted.
- o **1.52-acre Site – for Commercial Development.** This proposed land use will require an amendment to the city's Future Land Use Map prior to any future rezoning request, as the Future Land Use Map shows future Public/Semi-Public use at this location. The Comprehensive Plan showed Public/Semi-Public land use in this area because at the time of the Comprehensive Plan's adoption, the detailed analysis included within this Civic Campus Master Plan document had not yet been conducted.
- o **1.67-acre Site – for Commercial Development.** This proposed land use will require an amendment to the city's Future Land Use Map prior to any future rezoning request, as the Future Land Use Map shows future Public/Semi-Public use at this location. The Comprehensive Plan showed Public/Semi-Public land use in this area because at the time of the Comprehensive Plan's adoption, the detailed analysis included within this Civic Campus Master Plan document had not yet been conducted.



Figure 1.11 Medical Office Example



Figure 1.12 Drugstore Example



Figure 1.13 Coffee Shop Example



Figure 1.14 Retail Strip Example



Figure 1.15 Restaurant Example



Figure 1.16 Restaurant Example

Opinion of Probable Cost

Items included in Cost Opinion

The cost opinion provided is focusing on the overall site grading and utilities. Costs are also included for Courtyard Drive SE, regional trail and sidewalk connections, site lighting, planting buffers, and the relocation of the Cell Tower.

PROBABLE CONSTRUCTION COST OPINION

Preliminary

Bondurant Civic Master Plan

Bondurant, IA

22190

4/4/2023

AC = acre (43,560 sf) / ALW = allowance / EA = each / LF = linear foot / LB = pound / LS = lump sum / SF = square foot / SY = square yard / CY = cubic yard

Total Anticipated Project Cost				\$ 6,132,288.00	(includes 10% for general conditions, 10% for contingency, and 8% for design fee)
General Site					
Site Preparation & Earthwork	Qty	Unit	Unit Cost	Item Total	Remarks
Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00	
Erosion Control Measures	1	LS	\$ 60,000.00	\$ 60,000.00	
Subgrade Preparation	1,000	CY	\$ 10.00	\$ 10,000.00	Assume 12" subgrade prep, at Courtyard Drive SE
Grading	1	LS	\$ 600,000.00	\$ 600,000.00	Allowance
Seeding	44.00	AC	\$ 3,500.00	\$ 154,000.00	
Trees	150	EA	\$ 250.00	\$ 37,500.00	Buffers and around detention ponds
Subtotal				\$ 1,061,500.00	
Sanitary Sewer Utilities	Qty	Unit	Unit Cost	Item Total	Remarks
Sanitary Sewer, Trenched, Various Sizes	9,000	LF	\$ 110.00	\$ 990,000.00	
Sanitary Sewer, Structures	30	EA	\$ 5,000.00	\$ 150,000.00	
Force Main Relocation	1	LS	\$ 50,000.00	\$ 50,000.00	
Subtotal				\$ 1,190,000.00	
Storm Sewer Utilities	Qty	Unit	Unit Cost	Item Total	Remarks
Public Improvements Storm Sewer Estimate	1	LS	\$ 300,000.00	\$ 300,000.00	
Subtotal				\$ 300,000.00	
Water Mains & Appurtances	Qty	Unit	Unit Cost	Item Total	Remarks
Water Main, Trenched, PVC, Various Sizes	8000	LF	\$ 125.00	\$ 1,000,000.00	
Water Main, Appurtances	1	LS	\$ 75,000.00	\$ 75,000.00	
Subtotal				\$ 1,075,000.00	
Site Lighting	Qty	Unit	Unit Cost	Item Total	Remarks
Street Lights/Electrical connections	1	LS	\$ 125,000.00	\$125,000.00	Allowance
Courtyard Drive SE Street Lights	8	EA	\$ 6,500.00	\$52,000.00	
Bollard Lights - Pond Loop	24	EA	\$ 3,200.00	\$76,800.00	
Transformers	6	LS	\$ 20,000.00	\$120,000.00	Allowance
Subtotal				\$373,800.00	
Surfacing & Hardscape	Qty	Unit	Unit Cost	Item Total	Remarks
Aggregate Base Course	1,500	TON	\$ 43.00	\$64,500.00	4" depth, subbase for all paving
PCC Vehicular Paving (Courtyard Drive SE)	27,000	SF	\$ 8.50	\$229,500.00	7" Thickness
PCC Pedestrian Paving (Pond Loop)	13,400	SF	\$ 7.00	\$93,800.00	5" Thickness, 8' wide
PCC Pedestrian Paving (Regional Trail Connection)	40,250	SF	\$ 7.00	\$281,750.00	5" Thickness, 10' wide
PCC Pedestrian Paving (Along Courtyard Drive SE)	3,000	SF	\$ 7.00	\$21,000.00	5" Thickness, 5' wide
Subtotal				\$690,550.00	
Cell Tower	Qty	Unit	Unit Cost	Item Total	Remarks
Cell Tower relocation to South portion of site*	1	LS	\$ 100,000.00	\$100,000.00	Allowance (placeholder)
Subtotal				\$100,000.00	
Subtotal				\$ 4,790,850.00	
General Conditions	10%			\$ 479,085.00	
Contingency	10%			\$ 479,085.00	
Design Fee	8%			\$ 383,268.00	
Total				\$ 6,132,288.00	

*Cell tower can stay in place and may be relocated by others

Figure 1.17 Opinion of Probable Cost



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

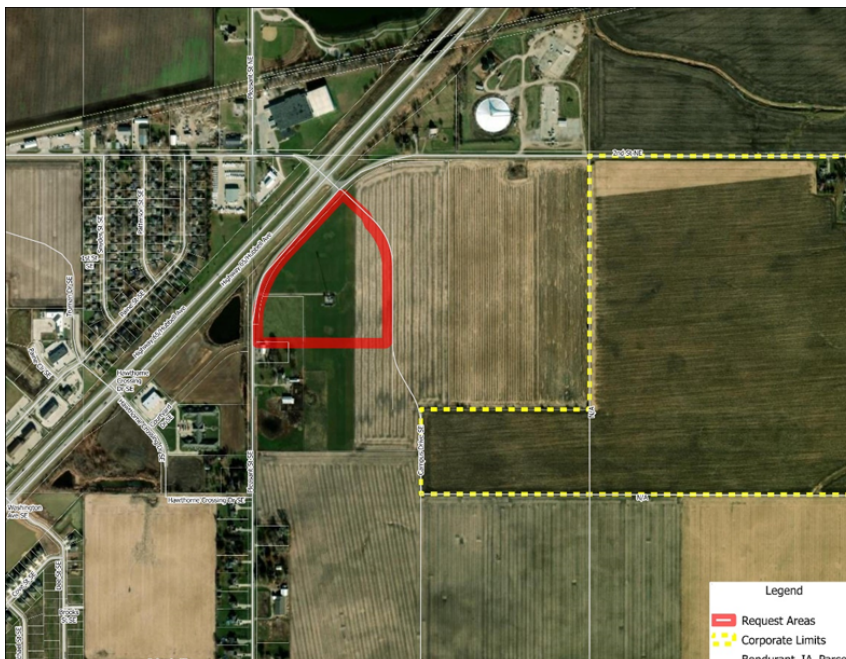
Item No. 5.I.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution affixing a public hearing to consider the request to rezone portions of the Civic Campus North Preliminary Plat area from the Medium Industrial (M-2) District to the General Commercial (C-2) District

CONTACT PERSON:

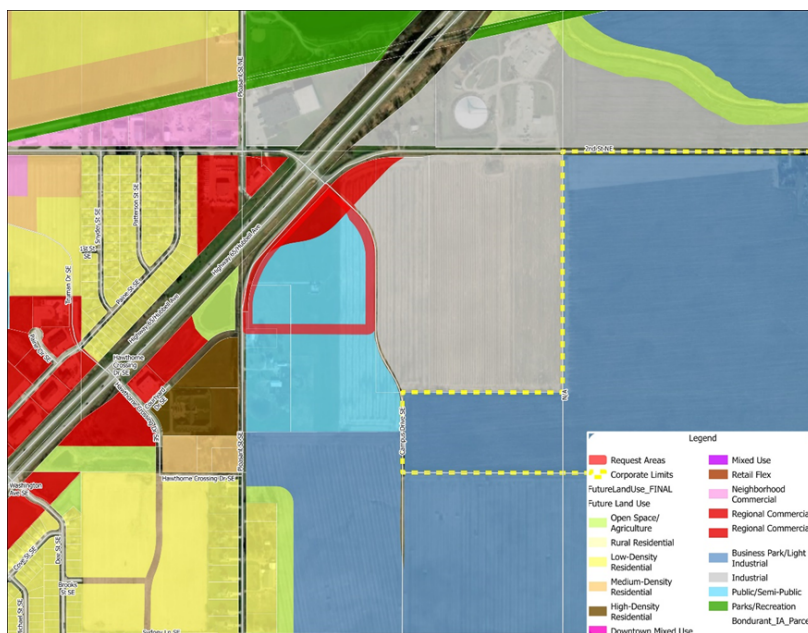
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City has submitted a rezoning request for Lots 1 & 2 of the Civic Campus North Preliminary Plat area and a portion of the parcel located north of the newly aligned Pleasant Street SE, located south of the intersection of Hubbell Avenue/Highway 65 and 2nd Street NE. The rezoning request proposes to change the zoning from M-2 Medium Industrial to C-2 General Commercial. This area is part of the Civic Campus Master Plan area, a plan the Commission reviewed and recommended approval on at their April 10, 2023 meeting. The request area is highlighted below.

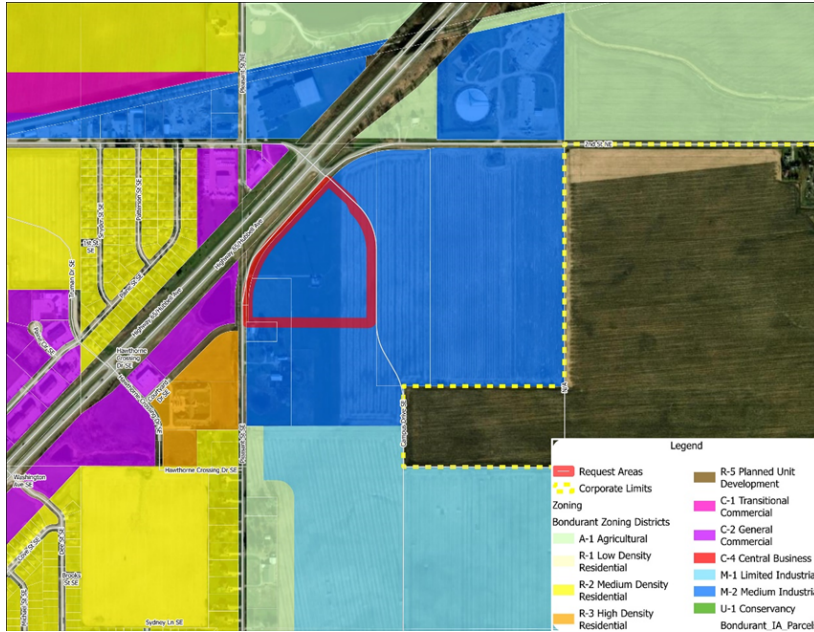


When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map – the City has requested an amendment to the 2022 Future Land Use Map. The amendment would change the request area from Public/Semi-Public to Regional Commercial. There is existing Regional Commercial areas along Hubbell Avenue, located south of the request area. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – The rezoning request area is currently zoned as M-2 Medium Industrial. The City is requesting to rezone these areas to C-2 Regional Commercial in accordance to the Civic Campus Master Plan. The C-2 Regional Commercial allows for general retail and professional office uses and efficient development of major retail shopping areas.



Parkland Dedication – Parkland dedication is not required for commercial developments. The Civic Campus Master Plan shows pedestrian trails throughout the development area.

Streets – The rezoning request area would be accessible from Pleasant Street SE and Campus Drive SE.

Pedestrian Connections – Will be addressed during the platting process.

Utilities – All utilities will extended to this area during development.

FEMA Floodplain – this development is not located in the FEMA Floodplain area.

Stream Buffer Ordinance - this development is not subject to the City's Stream Buffer Ordinance.

Comments from City Officials and Utilities -

- City Engineering – No comments received at this time.
- Public Works – No comments received at this time.
- Emergency Services – No comments received at this time.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning & Zoning Commission voted 7-0 to recommend approval of the rezoning request at their September 12, 2024 meeting. Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-202

CITY OF BONDURANT
RESOLUTION NO. 240916-202

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REQUEST TO
REZONE LOTS 1 & 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT AREA
AND THE REMAINING PORTION OF PARCEL 8022-32-102-003 NORTH OR LOTS 1
& 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT, PARCEL 8022-32-102-
006 FROM THE MEDIUM INDUSTRIAL (M-2) DISTRICT TO THE GENERAL
COMMERCIAL (C-2) DISTRICT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That the City Council of the City of Bondurant, Iowa, hereby proposes to rezone property
from the Medium Industrial (M-2) District to the General Commercial (C-2) District on
property described as follows:

LOTS 1 AND 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT, LOCATED IN
BONDURANT, POLK COUNTY, IOWA AND THOSE REMAINING PORTIONS OF
PARCE 8022-32-102-003 NORTH OF LOTS 1 AND 2 OF THE CIVIC CAMPUS NORTH
PRELIMINARY PLAT; AND ALL OF PARCEL 8022-32-102-006.

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 7th day of
October, 2024 6:00 p.m. at the Bondurant Public Library at 106 2nd Street NE, Bondurant,
Polk County, Iowa at which time the Council will hear public comments on the proposed
rezoning request of said property.

BE IT FINALLY RESOLVED THAT: The City Clerk is hereby directed to publish notice of
said hearing, as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 16th day of
September, 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of
the City Council held on the above date, among other proceedings the above was
adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on October 7, 2024 in the Bondurant Public Library at 106 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to rezone property from the Medium Industrial (M-2) District to the General Commercial (C-2) District, on property described as follows:

LOTS 1 AND 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT, LOCATED IN BONDURANT, POLK COUNTY, IOWA AND THOSE REMAINING PORTIONS OF PARCE 8022-32-102-003 NORTH OF LOTS 1 AND 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT; AND ALL OF PARCEL 8022-32-102-006.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

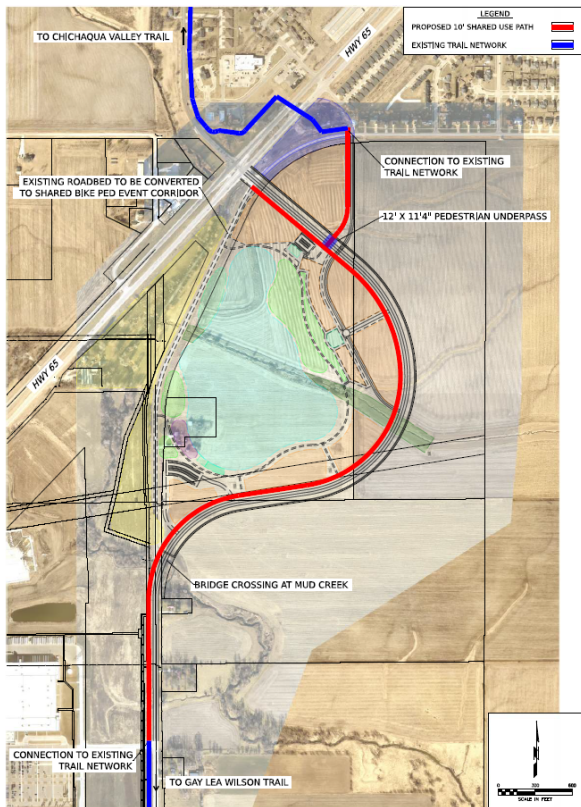
Item No. 5.m.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant's grant application to the Iowa DOT's Federal Recreational Trails Grant Program for funding to assist with installing the proposed trail system along the realigned Grant Street South corridor in the Central District Stormwater Improvements Area

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution endorses the City of Bondurant's grant application request to the Federal Recreational Trails Grant Program for funding to assist with installing the proposed trail system along Grant Street South within the Central District Stormwater Improvements area. Shive-Hattery is in the process of preparing this application on behalf of the City of Bondurant. The grant application is due to the Iowa DOT by October 1, 2024. The map below shows the estimated location of the proposed trail improvements in red - this map shows the proposed trail improvements will link up with existing trails both north and south of the proposed project area. The road realignment route shown in the map is an estimated route only, as Shive-Hattery is currently in the process of designing this road realignment area. The City will be requesting \$300,000 under this grant program. If awarded, the City of Bondurant will be responsible for securing the additional match necessary to complete this trail connection project. This trail connection project is supported by the 2022-adopted Building Bondurant Comprehensive Plan and the 2022-adopted Central District Stormwater Improvements Master Plan.



FUNDING SOURCE: N/A to submit the application.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-203

CITY OF BONDURANT
RESOLUTION NO. 240916-203

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S GRANT
APPLICATION REQUEST TO THE IOWA DOT'S FEDERAL RECREATIONAL TRAILS
GRANT PROGRAM FOR FUNDING TO ASSIST WITH INSTALLING THE PROPOSED
TRAIL SYSTEM ALONG THE REALIGNED GRANT STREET SOUTH CORRIDOR IN
THE CENTRAL DISTRICT STORMWATER IMPROVEMENTS AREA

WHEREAS the Building Bondurant Comprehensive Plan guides for installation of a trail system along the proposed realigned Grant Street South corridor; AND

WHEREAS, the Central District Stormwater Improvements Master Plan, which is a plan that calls for the need to realign Grant Street South and establish a 116-acre regional park system with a 36-acre regional stormwater detention lake, also prioritizes this key trail connection project; AND

WHEREAS the City recently installed its Highway 65 trail underpass project just north of the proposed project area, and the City also recently installed a trail system just south of the proposed project area; AND

WHEREAS, the proposed trail project will contribute to connectivity of the overall regional trail system, as this portion is considered part of the planned Gay Lea Wilson trail extension; AND

WHEREAS the City is appreciative of the opportunity to apply for funds through the Iowa Department of Transportation's Federal Recreational Trails Grant Program; AND

WHEREAS the City acknowledges that if awarded, the City will be responsible for obtaining the matching funds necessary to complete the project within the required timeframe; AND

WHEREAS the City acknowledges it will adequately maintain the completed project for its intended public use following project completion for a period of at least twenty years; AND

NOW, THEREFORE, BE IT RESOLVED that the Bondurant City Council endorses the trail project along the proposed realigned Grant Street South corridor within the Central District Stormwater Improvements Master Plan area.

BE IT FURTHER RESOLVED that the Bondurant City Council authorizes submittal of the City's Federal Recreational Trails grant application to the Iowa DOT in the amount of \$300,000.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 16th day of September 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.n.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution releasing Right-of-Way (ROW) Tree Removal Request for Proposals

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: As part of the City's ongoing efforts to maintain public safety and improve our infrastructure, it has become necessary to remove a number of trees located within the City's Right-of-Way. These trees have been identified as needing removal due to age, disease, or interference with City infrastructure. Ensuring that these trees are properly and safely removed will reduce safety risks to residents and free up space for future improvements to the affected areas.

Additionally, this RFP includes a component soliciting a discount for residential tree removal services for trees located on private property, thereby further enhancing community safety and aesthetics.

The RFP seeks proposals from qualified contractors who will:

- Remove thirty-one (31) trees within the City's Right-of-Way.
- Grind stumps, backfill with black dirt, and reseed the impacted areas.
- Haul away and dispose of all portions of the trees.
- Offer optional discounted tree removal services to private property owners in Bondurant who have dead trees and wish to take advantage of the contractor's presence in the area.

The deadline for submissions is set for 3:00 PM on Wednesday, October 2, 2024. Contractors must submit their sealed proposals to City Hall, and the City Council will review these proposals at its October 7, 2024, meeting, with the goal of awarding the contract shortly thereafter.

The removal of these trees is a proactive measure to enhance public safety and improve the overall environment within the City's Right-of-Way. Some of the trees pose

potential hazards, including falling branches or damage to nearby infrastructure. Addressing this issue now will prevent future risks and costly repairs. The City will also benefit from having a licensed professional manage the project, ensuring that it is completed efficiently and with minimal disruption.

Additionally, by soliciting a discount for residents, the City is promoting broader tree maintenance, which further enhances community safety and property values.

FUNDING SOURCE: Road Use Tax/General Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-204
2. 20240910 Tree Removal RFP final

CITY OF BONDURANT
RESOLUTION NO. 240916-204

RESOLUTION RELEASING RIGHT-OF-WAY TREE REMOVAL REQUEST FOR
PROPOSALS

WHEREAS the City of Bondurant (the "City") is committed to maintaining and improving public spaces and infrastructure for the safety and benefit of its residents; and

WHEREAS the City has identified the need to remove thirty-one (31) trees located within the City's Right-of-Way (ROW) to ensure public safety and clear space for further improvements, including a residential service opportunity for dead tree removal on private property; and

WHEREAS the City Council has determined that it is in the best interest of the City to seek professional services from qualified firms to complete this tree removal project; and

WHEREAS a Request for Proposals (RFP) has been prepared, detailing the scope of work, insurance requirements, deadlines, and selection criteria for qualified firms to submit their proposals; and

WHEREAS the City wishes to officially release this RFP and set a submission deadline, in order to proceed with the project in a timely manner.

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

1. The Request for Proposals (RFP) for the removal of thirty-one (31) trees located within the City's Right-of-Way (ROW), as prepared and attached hereto, is hereby approved.
2. The City reserves the right to reject any or all proposals and to select the proposal that is in the best interest of the City of Bondurant, based on qualifications, experience, and total price submitted.

PASSED AND APPROVED this 16th day of September 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Right-of-Way (ROW) Tree Removal Request for Proposals

Project General Information

The City of Bondurant (hereinafter referred to as “City”), seeks proposals from qualified professional firms (hereinafter referred to as “Professional”) to remove Thirty-one (31) trees within City ROW.

Questions regarding the RFP should be addressed to John Horton, Bondurant Public Works Director at (515) 967-2418 or jhorton@cityofbondurant.com. Proposals are due to the Bondurant City Hall, 200 Second Street NE, Bondurant, IA 50035, by 3:00 PM on Wednesday, October 2, 2024, to be considered. Proposals must be sealed and clearly marked “**Tree Removal RFP**”. At that time and place, the proposals will be opened.

Scope of Services

Professional shall provide all labor, tools, materials, equipment and transportation necessary to perform all work. Professional shall remove all trees noted below, grind all stumps, backfill hole with black dirt, and reseed the impacted area. Professional is also responsible for clearing the worksite of any debris and repairing any damage to the area around the tree.

Professional is responsible for hauling and disposing of all portions of the tree.

Residential Services

It is the desire of the City to provide residents with an opportunity to hire services from the successful bidder while the bidder is in the area, to promote the removal of dead trees that currently exist on private property. The City would like to know if the professional would be willing to offer a discount due to the ability to perform significant work in the same area. The professional is asked to indicate as part of the RFP if a residential discount would be offered and if so, what percentage or amount the discount would be.

Tree Location and General Information

Trees selected for removal will be marked with an “X”. Further information and the approximate address for each tree is listed below:

Insert table

Approx Address	Tree Inventory ID	Tree Type	Estimated DBH ¹

¹ Diameter at Breast Height

Approx. Address	Tree Inventory ID	Tree Type	Estimated DBH
-----------------	-------------------	-----------	---------------

Insurance Requirements

Only bids from licensed contractors authorized to work in the State of Iowa will be considered. Bid must contain contractor's license information as well as Certificate of Liability Insurance in an amount not less than the following:

\$2,000,000 Each Occurrence
 \$4,000,000 General Aggregate
 Workers Compensation State Statutory Limits

Deadline for Public Work

All work performed for the City of Bondurant shall be completed by December 31, 2024.

Selection Process

Selection of a Professional shall be made using the total price submitted. The City reserves the right to select the proposal that performs all work necessary in the best interest of the City based on past performance and relevant experience. The City reserves the right to refuse any and all bids; as well as the right to waive technicalities in bids received.

Submission of Proposal

Proposal shall be completed in full on the final page of the Request for Proposals in a sealed envelope clearly marked "Tree Removal RFP" and submitted no later than 3:00 PM on Wednesday, October 2, 2024, to:

John Horton, Public Works Director
 City of Bondurant
 200 Second Street, NE
 POB 37
 Bondurant, Iowa 50035

Timeframe

Issuance of Request for Proposals:	September 17, 2024
Opening of Sealed Proposals:	October 2, 2024, at 3:00 PM
Anticipated Award of Proposal:	October 7, 2024
Completion of the Project:	December 31, 2024

ROW Tree Removal Request for Proposals

City of Bondurant reserves the right to waive compliance on minor technicalities on this specification and to reject any or all bids, and to accept that bid which, in the opinion of the City, is in the best interest of the City of Bondurant. The City of Bondurant can select the lower responsive bid for overall project. Total bidding amount will be paid upon full completion of work.

Contractor Information

Name of Contractor: _____

Name of Business: _____

Primary Contact Number: _____

Contractor Proposal

Base Bid for Removal and Disposal of 31 Trees:

*The number of trees may increase or decrease depending upon the bid prices but bid award will be considered on the trees listed.

\$ _____

Residential Discount:

*Contractor offers a residential discount of _____ % or \$ if services reserved by _____.

Insurance Requirements

*Please remember to include insurance requirements as noted in RFP.

Signature of Applicant

Date

By signing, the applicant states that he/she is authorized to sign on behalf of the company.



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.o.
For Meeting of 9/16/2024
Ordinance

TITLE: - (Third Reading) Ordinance providing for the division of taxes levied on taxable property in the August 2024 Addition to the Bondurant Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: These proceedings cover adopting the tax increment ordinance for the expanded urban renewal area considered as part of the resolution considered in 8.a. of the August 19, 2024 City Council agenda. The City anticipates using TIF as one of the funding sources to support infrastructure replacement and development in this area.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve third (final) ordinance reading on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240819-211

MINUTES PROVIDING FOR FIRST
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A TAX INCREMENT
FINANCING DISTRICT FOR THE
AUGUST, 2024 ADDITION TO THE
BONDURANT URBAN RENEWAL AREA

(Initial Consideration)

420886-71

Bondurant, Iowa

August 19, 2024

The City Council of the City of Bondurant, Iowa, met on August 19, 2024, at 6:00 p.m., at the Bondurant City Center, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

CITY OF BONDURANT
ORDINANCE NO. 240819-211

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Bondurant, Iowa (the “City”) has previously enacted certain ordinances providing for the division of taxes levied on certain taxable property in the Bondurant Urban Renewal Area (the “Urban Renewal Area”), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinances, certain taxable property within the Urban Renewal Area have been designated “tax increment districts”; and

WHEREAS, the City Council now desires to establish a new “tax increment district” by designating the real property comprising the August, 2024 Addition to the Urban Renewal Area;

BE IT ENACTED by the Council of the City of Bondurant, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the August, 2024 Addition to the Bondurant Urban Renewal Area of the City of Bondurant, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Bondurant to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Bondurant, Iowa.

“County” shall mean Polk County, Iowa.

“Urban Renewal Area Addition” shall mean the August, 2024 Addition to the Bondurant Urban Renewal Area of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on August 19, 2024:

Beginning at the point of intersection of the East right-of-way line of Main Street NE and the northerly line of the abandoned railroad right-of-way located in Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence northeasterly along the northerly line of the abandoned railroad right-of-way to the point of intersection with the South line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493, Page 751 in the Office of the Polk County Recorder; thence East along the South line of said Parcel L to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly line of the abandoned railroad right-of-way to the

point of intersection with the East right-of-way of Main Street NE; thence North along the East right-of-way line of Main Street NE to the Point of Beginning.

AND

Starting at the North quarter corner of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence South along the West line of the northwest quarter of the northeast quarter of said Section 31 to the point of intersection with the South right-of-way line of 2nd Street NE said point being the Point of Beginning; thence East along the South right-of-way line of 2nd Street NE to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly right-of-way line of the abandoned railroad right-of-way to the point of intersection with the West line of the northwest quarter of the northeast quarter of said Section 31; thence North along the West line of the northwest quarter of the northeast quarter of said Section 31 to the Point of Beginning.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and

taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, on the _____ day of _____, 2024.

Mayor

Attest:

City Clerk

First consideration: August 19, 2024

Second consideration: _____, 2024

MINUTES PROVIDING FOR THE
SECOND CONSIDERATION OF AN
ORDINANCE ESTABLISHING A TAX
INCREMENT FINANCING DISTRICT
FOR THE AUGUST, 2024 ADDITION TO
THE BONDURANT URBAN RENEWAL
AREA

(Second Consideration)

420886-71

Bondurant, Iowa

_____, 2024

The City Council of Bondurant, Iowa, met on _____, 2024 at ____:____
p.m., at the _____, in the City.

The Mayor presided and the roll was called showing the members present and absent, as follows:

Present: _____

Absent: _____.

The Council Member announced that, on August 19, 2024, the City Council had given its initial consideration and had adopted an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR THE FINAL
CONSIDERATION AND ADOPTION OF
AN ORDINANCE ESTABLISHING A
TAX INCREMENT FINANCING
DISTRICT FOR THE AUGUST, 2024
ADDITION TO THE BONDURANT
URBAN RENEWAL AREA

(Final Consideration and Adoption)

420886-71

Bondurant, Iowa

_____, 2024

The City Council of Bondurant, Iowa, met on _____, 2024 at ____:____
p.m., at the _____, in the City.

The Mayor presided and the roll was called showing the members present and absent, as follows:

Present: _____

Absent: _____.

The City Clerk announced that, on August 19, 2024, and on _____, 2024, the City Council had given its initial and second consideration and had adopted an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2024, the City Clerk of the City of Bondurant, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on the ____ day of _____, 2024, entitled: "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2024.

County Auditor

STATE OF IOWA
POLK COUNTY SS:
CITY OF BONDURANT

I, the undersigned, City Clerk of the City of Bondurant, State of Iowa, do hereby certify that I caused to be published “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

(Attach hereto publisher’s affidavit of publication with clipping of ordinance as published.)

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF BONDURANT

I, the undersigned, City Clerk of the City of Bondurant, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 7.a.
For Meeting of 9/16/2024
Public Hearing

TITLE: Public Hearing regarding 13th & Lincoln/15th Street Stormwater Improvements Project

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: In March 2023, the City Council approved a professional services agreement with McClure Engineering to survey and design several rear yard stormwater improvements in the Wisteria Heights Plat 1 and Clarence Olson Vista Plat 1 developments. Staff have been working with residents and engineers with McClure to develop a solution to help mitigate some of the nuisance stormwater ponding that these residents are experiencing.

The engineer's estimate for both projects combined is \$94,614.50. The City has stormwater funds to support these improvements and the City Council approved a resolution to order construction and set date for a public hearing and letting on its August 19, 2024, agenda.

Bids were opened on September 12 at 2:00 p.m. There were a total of five bidders, ranging from \$98,774 to \$129,785. The low bid was \$98,774 from James Construction LLC.

FUNDING SOURCE: Stormwater funds

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Project Manual
2. plans_2024-08-29_13th Street
3. plans_2024-08-29_15th Street
4. Recommendation of award of contract letter
5. 15th -13th Stormwater_Bid Summary

CONTRACT DOCUMENTS

FOR

13th STREET IMPROVEMENTS AND 15th STREET IMPROVEMENTS

CITY OF BONDURANT, IOWA

SUDAS Standard Specifications



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.

Kate Barnes

Date: _____

KATE R. BARNES, P.E.

License No. **P26428**

My renewal date is **December 31, 2025**

Pages or sheets covered by this seal:

All pages



McClure Engineering

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Project Information Sheet

13th Street Improvements and 15th Street Improvements Bid Package

City of Bondurant, Iowa

Project Description: Drainage improvements within the residential area of 13th Street include but are not limited to, the installation of 236 LF of perforated 18-Inch HDPE, 1 pipe apron and footing, and 2 Nyloplast intakes, placement of sod and riprap, and erosion management. Drainage improvements within the residential area of 15th Street include but are not limited to the installation of approximately 291 LF of infiltration trench and associated 6-Inch Underdrain, 4 subdrain cleanouts, removal and replacement of damaged sidewalk, installation of 144 LF of trenched 6-Inch HDPE, temporary fence, removal and reinstallation of fence, and minor grade adjustments (hand dig).

Project Contacts: John Horton, City of Bondurant Public Works Director, jhorton@cityofbondurant.com
Aaron Gwinnup, (McClure) Project Manager, agwinnup@mcclurevision.com
Kate Barnes, (McClure) Design Engineer, kbarnes@mcclurevision.com

City of Bondurant
200 2nd Street NE
Box 37
Bondurant, Iowa 50035
Ph: 515-967-2418 Fax: 515-967-5732

Bids Due: September 12, 2024, 2:00 PM, Bondurant City Hall

City Council Action: September 16, 2024, 6:00 PM, Bondurant City Hall

Start Date: Within 14 days of Notice to Proceed (anticipate mid-October)

Completion Dates: Project shall be substantially complete on or before December 31, 2024

Liquidated Damages: \$200 per day

Engineer's Estimate: \$94,614.50



**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

CITY OF BONDURANT – 13th STREET IMPROVEMENTS AND 15th STREET IMPROVEMENTS

Notice is hereby given that a public hearing will be held by the City of Bondurant, Iowa on the proposed contract documents (plans, specifications, and form of contract and estimated cost for the 13th Street Improvements and 15th Street Improvements – Bid Package project at its **meeting at 6 P.M. on September 16th, 2024**, at Bondurant City Hall, 200 2nd Street NE, Bondurant Iowa.

Sealed bids for the work comprising each improvement as stated below **must be filed before 2 PM** CT according to the clock **at the office of the City Clerk on September 12th, 2024**, in the office of the Bondurant City Clerk. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened, and bids tabulated immediately after 2 PM CT. on the same day, in the Clerk's Office for consideration by the City of Bondurant at its regular City Council Meeting on September 16, 2024. Work on the improvement shall be commenced within 14 days of receiving Notice to Proceed, and be completed as stated below.

Copies of the contract documents are available from Beeline and Blue (2507 Ingersoll Ave., Des Moines, Iowa) or online at <https://www.beelineplanroom.com>. Copies of the Plans and Project Manual are also available (for viewing only) at Bondurant City Hall.

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

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

Project Name: City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Description : Drainage improvements within the residential area of 13th Street include but are not limited to, the installation of 236 LF of perforated 18-Inch HDPE, 1 pipe apron and footing, and 2 Nyloplast intakes, placement of sod and riprap, and erosion management. Drainage improvements within the residential area of 15th Street include but are not limited to the installation of approximately 291 LF of infiltration trench and associated 6-Inch Underdrain, 4 subdrain cleanouts, removal and replacement of damaged sidewalk, installation of 144 LF of trenched 6-Inch HDPE, temporary fence, removal and reinstallation of fence, and minor grade adjustments (hand dig).
Location: Bondurant, IA.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. **The bidder's security shall be in the amount of 10% of the total amount of the bid** and shall be in the form of a cashier's check or a certified

check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Bondurant reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

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

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

Contractor shall substantially complete the project no later than December 31, 2024. Spring seeding and sod placement are the only items to be complete in the Spring of 2025 and shall be complete between **March 1 and April 1**, 2025. Should the contractor fail to complete the work in this timeframe, **liquidated damages of \$200 per calendar day** will be assessed for work not completed within the designated contract term.

The City of Bondurant does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

A preletting conference will not be held, questions regarding the project should be directed to the design engineer (Kate Barnes, PE with McClure Engineering at kbarnes@mcclurevision.com or (319)329-3480. Questions will be answered and addenda issued, if necessary, up until 7 calendar days before the letting date. Within 7 calendar days of letting detailed questions will not be answered out of fairness to other bidders, should a corresponding addendum be warranted.

This Notice is given by authority of the City of Bondurant

(Signature of the Responsible Party for Notification)

For the City of Bondurant

Published in the Altoona Herald

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Bondurant, Iowa**, as Obligee, (hereinafter referred to as “the Jurisdiction”), in the penal sum of the total amount of the bid (\$_____), **ten percent (10%)** of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the **City of Bondurant, Iowa**, a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

General Nature of the Public Improvement

Project Name: City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Description : Drainage improvements within the residential area of 13th Street include but are not limited to, the installation of 236 LF of perforated 18-Inch HDPE, 1 pipe apron and footing, and 2 Nyloplast intakes, placement of sod and riprap, and erosion management. Drainage improvements within the residential area of 15th Street include but are not limited to the installation of approximately 291 LF of infiltration trench and associated 6-Inch Underdrain, 4 subdrain cleanouts, removal and replacement of damaged sidewalk, installation of 144 LF of trenched 6-Inch HDPE, temporary fence, removal and reinstallation of fence, and minor grade adjustments (hand dig).
Location: Bondurant, IA.

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

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

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

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

SURETY:

By _____
 Surety Company

 Signature Attorney-in-Fact/Officer

 Printed Name of Attorney-in-Fact/Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

PRINCIPAL:

By _____
 Bidder

 Signature

 Printed Name

 Title

 Address

 City, State, Zip Code

 Telephone Number

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

PROPOSAL

PROPOSAL: PART A – SCOPE

The **City of Bondurant, Iowa**, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below-referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

Project Name: City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Description : Drainage improvements within the residential area of 13th Street include but are not limited to, the installation of 236 LF of perforated 18-Inch HDPE, 1 pipe apron and footing, and 2 Nyloplast intakes, placement of sod and riprap, and erosion management. Drainage improvements within the residential area of 15th Street include but are not limited to the installation of approximately 291 LF of infiltration trench and associated 6-Inch Underdrain, 4 subdrain cleanouts, removal and replacement of damaged sidewalk, installation of 144 LF of trenched 6-Inch HDPE, temporary fence, removal and reinstallation of fence, and minor grade adjustments (hand dig).
Location: Bondurant, IA.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

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

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

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

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project 13th Street Improvements and 15th Street Improvements – Bid Package; and to pay liquidated damages for noncompliance with said completion provisions at the rate of two-hundred dollars (\$200.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	None
2.	
3.	
4.	
5.	
6.	

PROPOSAL: PART G – IDENTITY OF BIDDER

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

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

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

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

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

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

Name

Title

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

PROPOSAL ATTACHMENT: PART C

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Price(s), any Extended Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

13th Street Improvements

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
4.1	STORM SEWER, TRENCHED, PERFORATED HDPE, 18-INCH	236	LF		
4.2	PIPE APRON, TYPE 1, 18-INCH RCP	1	EA		
4.3	FOOTING FOR CONCRETE PIPE APRON, 18-INCH	1	EA		
6.1	INTAKE, NYLOPLAST 24-INCH DRAIN BASIN	2	EA		
8.1	TEMPORARY TRAFFIC CONTROL	1	LS		
9.1	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING, TYPE 1	0.1	AC		
9.2	HYDRAULIC SEEDING AND BFM MULCHING, TYPE 4	0.1	AC		
9.3	SOD	37	SQ		
9.4	SWPPP MANAGEMENT	1	LS		
9.5	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY	630	LF		
9.6	FILTER SOCK REMOVAL	630	LF		
9.7	RIPRAP, CLASS E	7	TON		
9.8	STABILIZED CONSTRUCTION ENTRANCE	123	SY		
11.1	MONUMENT PRESERVATION OR REPLACEMENT	1	LS		
11.2	MOBILIZATION	1	LS		
11.3	CONCRETE WASHOUT	1	LS		

TOTAL 13th STREET CONSTRUCTION COST \$ _____

15th Street Improvements

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.1	TOPSOIL	22	CY		
2.2	EXCAVATION, HAND DIG ONLY, HAUL OFF SITE	1.5	CY		
3.1	TRENCH EXCAVATION	16	CY		
4.1	STORM SEWER, TRENCHED, HDPE, 6-INCH	144	LF		
4.2	SUBDRAIN CLEANOUT	4	EA		
6.1	CONNECTION TO EXISTING INTAKE	1	LF		
7.1	REMOVAL OF SIDEWALK	9	SY		
7.2	SIDEWALK PCC, MATCH EXISTING	9	SY		
7.3	ENGINEERING FABRIC	162	SY		
7.4	UNDERDRAIN, PERFORATED HDPE, 6-INCH	291	LF		
7.5	STORAGE AGGREGATE (ASTM #57 STONE)	12	TON		
8.1	TEMPORARY TRAFFIC CONTROL	1	LS		
9.1	SOD	69	SQ		
9.2	SWPPP MANAGEMENT	1	LS		
9.3	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY	40	LF		
9.4	FILTER SOCK REMOVAL	40	LF		
9.5	REMOVAL AND REINSTALLATION OF EXISTING FENCE	300	LF		
9.6	TEMPORARY FENCE	300	LF		
11.1	MONUMENT PRESERVATION OR REPLACEMENT	1	LS		
11.2	MOBILIZATION	1	LS		
11.3	CONCRETE WASHOUT	1	LS		

TOTAL 15th STREET CONSTRUCTION COST \$ _____

Combined Project Costs

TOTAL 13th STREET & 15th STREET CONSTRUCTION COST \$ _____

Bidder Status Form

To be completed by all bidders

Part A

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

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

To be completed by resident bidders

Part B

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

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

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

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

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:

- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

INSTRUCTIONS TO BIDDERS

Project Name: City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package

The work comprising the above referenced project shall be constructed in accordance with the 2024 edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of ten percent (10%) of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the City of Bondurant. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bid.

- B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	None
2.	
3.	
4.	
5.	
6.	

- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is including on the following page and can be used to assist Bidders in completing the Bidder Status Form.

Worksheet: Authorization to Transact Business

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

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

REFERENCES

City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package

Name of Bidder: _____

Project Name: _____

Type of Work: _____

Dollar Amount of Work: \$ _____

Client/Owner Name: _____

Address: _____

Phone: () _____

Contact Person: _____

.....

Name of Bidder: _____

Project Name: _____

Type of Work: _____

Dollar Amount of Work: \$ _____

Client/Owner Name: _____

Address: _____

Phone: () _____

Contact Person: _____

.....

Name of Bidder: _____

Project Name: _____

Type of Work: _____

Dollar Amount of Work: \$ _____

Client/Owner Name: _____

Address: _____

Phone: () _____

Contact Person: _____

SUBCONTRACTORS

City of Bondurant – 13th Street Improvements and 15th Street Improvements

	Subcontractor Name	Subcontractor Responsibility
1		
2		
3		
4		
5		
6		
7		
8		

CONTRACT

CONTRACT NO. _____
DATE _____

THIS CONTRACT, made and entered into at _____ this _____ day of _____, _____, by and between the **City of Bondurant, Iowa**, party of the first part hereinafter called the "Jurisdiction," and _____, party of the second part hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the _____. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, **2024** Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

General Nature of the Public Improvement

Project Name: City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package

Description : Drainage improvements within the residential area of 13th Street include but are not limited to, the installation of 236 LF of perforated 18-Inch HDPE, 1 pipe apron and footing, and 2 Nyloplast intakes, placement of sod and riprap, and erosion management. Drainage improvements within the residential area of 15th Street include but are not limited to the installation of approximately 291 LF of infiltration trench and associated 6-Inch Underdrain, 4 subdrain cleanouts, removal and replacement of damaged sidewalk, installation of 144 LF of trenched 6-Inch HDPE, temporary fence, removal and reinstallation of fence, and minor grade adjustments (hand dig).

Location: Bondurant, IA

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project **City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package**; and to pay liquidated damages for noncompliance with said completion provisions at the rate of **two hundred dollars (\$200.00)** for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)

By

ATTEST:

Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Jurisdiction

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

Project No. _____

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
4.1	STORM SEWER, TRENCHED, PERFORATED HDPE, 18-INCH	236	LF		
4.2	PIPE APRON, TYPE 1, 18-INCH RCP	1	EA		
4.3	FOOTING FOR CONCRETE PIPE APRON, 18-INCH	1	EA		
6.1	INTAKE, NYLOPLAST 24-INCH DRAIN BASIN	2	EA		
8.1	TEMPORARY TRAFFIC CONTROL	1	LS		
9.1	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING, TYPE 1	0.1	AC		
9.2	HYDRAULIC SEEDING AND BFM MULCHING, TYPE 4	0.1	AC		
9.3	SOD	37	SQ		
9.4	SWPPP MANAGEMENT	1	LS		
9.5	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY	630	LF		
9.6	FILTER SOCK REMOVAL	630	LF		
9.7	RIPRAP, CLASS E	7	TON		
9.8	STABILIZED CONSTRUCTION ENTRANCE	123	SY		
11.1	MONUMENT PRESERVATION OR REPLACEMENT	1	LS		
11.2	MOBILIZATION	1	LS		
11.3	CONCRETE WASHOUT	1	LS		

TOTAL 13th STREET CONSTRUCTION COST \$ _____

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.1	TOPSOIL	22	CY		
2.2	EXCAVATION, HAND DIG ONLY, HAUL OFF SITE	1.5	CY		
3.1	TRENCH EXCAVATION	16	CY		
4.1	STORM SEWER, TRENCHED, HDPE, 6-INCH	144	LF		
4.2	SUBDRAIN CLEANOUT	4	EA		
6.1	CONNECTION TO EXISTING INTAKE	1	LF		
7.1	REMOVAL OF SIDEWALK	9	SY		
7.2	SIDEWALK PCC, MATCH EXISTING	9	SY		
7.3	ENGINEERING FABRIC	162	SY		
7.4	UNDERDRAIN, PERFORATED HDPE, 6-INCH	291	LF		
7.5	STORAGE AGGREGATE (ASTM #57 STONE)	12	TON		
8.1	TEMPORARY TRAFFIC CONTROL	1	LS		
9.1	SOD	69	SQ		
9.2	SWPPP MANAGEMENT	1	LS		
9.3	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY	40	LF		
9.4	FILTER SOCK REMOVAL	40	LF		
9.5	REMOVAL AND REINSTALLATION OF EXISTING FENCE	300	LF		
9.6	TEMPORARY FENCE	300	LF		
11.1	MONUMENT PRESERVATION OR REPLACEMENT	1	LS		
11.2	MOBILIZATION	1	LS		
11.3	CONCRETE WASHOUT	1	LS		

TOTAL 15th STREET CONSTRUCTION COST \$ _____

TOTAL 13th STREET & 15th STREET CONSTRUCTION COST \$ _____

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

NOTICE TO PROCEED

City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package

Date: _____, 2024

To: _____

You are hereby notified to commence work in accordance with the Contract dated

_____, and you are to substantially complete the project by December 31, 2025 and complete by April 1, 2026.

Owner: City of Bondurant

By: _____

Title: _____

Date: _____

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged:

By: _____

Title: _____

Date: _____

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as “the Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of

_____ dollars (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

General Nature of the Public Improvement

Project Name: City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Description : Drainage improvements within the residential area of 13th Street include but are not limited to, the installation of 236 LF of perforated 18-Inch HDPE, 1 pipe apron and footing, and 2 Nyloplast intakes, placement of sod and riprap, and erosion management. Drainage improvements within the residential area of 15th Street include but are not limited to the installation of approximately 291 LF of infiltration trench and associated 6-Inch Underdrain, 4 subdrain cleanouts, removal and replacement of damaged sidewalk, installation of 144 LF of trenched 6-Inch HDPE, temporary fence, removal and reinstallation of fence, and minor grade adjustments (hand dig).
Location: Bondurant, IA.

City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Performance, Payment, and Maintenance Bond

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of _____ DOLLARS (\$_____), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from all work except new paving to be performed under the Contract within the period of **2 year (s)** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work; and
 - B. To remedy any and all defects that may develop in or result from new paving work to be performed under the Contract within the period of **4 year (s)** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - C. To keep all work in continuous good repair; and
 - D. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Performance, Payment, and Maintenance Bond

- E. Maintenance bond requirements shall not apply to the following: work that is not permanently incorporated into the project, pavement markings, seeding, sodding, and plant material and planting.

City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Performance, Payment, and Maintenance Bond

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

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Performance, Payment, and Maintenance Bond

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

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

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

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

City of Bondurant – 13th Street Improvements and 15th Street Improvements
Performance, Payment, and Maintenance Bond

Project No. _____

PRINCIPAL:

Contractor

By _____
Signature

Title

SURETY:

Surety Company

By _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Attorney for Jurisdiction

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

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DEFINITIONS**1.01 DESCRIPTION**

Wherever the following definitions, terms, and abbreviations, or pronouns in place of them, are used in the plans, specifications, or other contract documents, the intent and meaning shall be interpreted as specified in this Section.

1.02 ABBREVIATIONS

Wherever in these specifications and contract documents the following abbreviations are used, they shall be understood to mean as follows: The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.

AAN - American Association of Nurserymen
AAR - Association of American Railroads
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AIA - American Institute of Architects
AMG - Automated Machine Guidance
ANSI - American National Standards Institute
API - American Petroleum Institute
APWA - American Public Works Association
ARA - American Railway Association
AREA - American Railway Engineering Association
ASA - America Standards Association
ASCE - American Society of Civil Engineers
ASLA - American Society of Landscape Architects
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society
AWWA - American Water Works Association
BSC - Bituminous Seal Coat
CFR - Code of Federal Regulations
CLSM - Controlled Low Strength Material
CMP - Corrugated Metal Pipe
CPM - Critical Path Method
CRSI - Concrete Reinforcing Steel Institute
DIP - Ductile Iron Pipe
DNR - Department of Natural Resources
DOT - Department of Transportation
EEI - Edison Electric Institute
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
FSS - Federal Specification and Standards
ESAL - Equivalent Single Axle Load
GGBFS - Ground Granulated Blast Furnace Slag
GPS - Global Positioning System
GRI - Geosynthetic Research Institute
HDPE - High Density Polyethylene Pipe
HMA - Hot Mix Asphalt
IAC - Iowa Administrative Code
IEEE - Institute of Electrical and Electronics Engineers
IES - Illuminating Engineering Society
ICEA (or IPCEA) - Insulated Cable Engineers Association
IMSA - International Municipal Signal Association, Inc.
ISO - Insurance Services Office
ITE - Institute of Transportation Engineers
JMF - Job Mix Formula

1.02 ABBREVIATIONS (Continued)

MAPLE - Materials Approved Product List Enterprise
MGAL - 1,000 Gallons
MUTCD - Manual on Uniform Traffic Control Devices
NEC - National Electrical Code
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
NPDES - National Pollutant Discharge Elimination
NSF - National Sanitation Foundation
OSHA - Occupational Safety of Health Administration
PCC - Portland Cement Concrete
PLS - Pure Live Seed
PROWAG - Public Right-of-Way Accessibility Guidelines
PVC - Polyvinyl Chloride
RAP - Recycled Asphalt Pavement
RCAP - Reinforced Concrete Arch Pipe
RCP - Reinforced Concrete Pipe
SAE - Society of Automotive Engineers
SDR - Standard Dimension Ratio
SSPC - Steel Structures Painting Council
SUDAS - Statewide Urban Design and Specifications
SWPPP - Stormwater Pollution Prevention Plan
UL - Underwriters' Laboratories, Inc.
US - United States
USC - United States Code
VCP - Vitrified Clay Pipe

1.03 DEFINITIONS AND TERMS

ADDENDUM. A revision to the contract documents written and issued after the notice to bidders, and prior to the time for receipt of proposals. Changes reflected in the Addendum shall govern over all other contract documents.

ALLEY. See Street.

APPROVED EQUAL (EQUIVALENT). A product, process, equipment, or material that, upon approval of the Engineer, is determined to meet or exceed the requirements called for by the specifications. Upon approval, the item will be allowed in lieu of the specified material, process, equipment, or product.

AWARD. The acceptance of the proposal of the lowest responsive, responsible bidder for the work, which shall not be binding upon the Contracting Authority until the contract for the said work has been executed by the bidder and by the Contracting Authority and bond(s) has been provided by the bidder as required by law.

BID. A properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Bid is the same as Proposal.

BID AMOUNT. The aggregate sum obtained by totaling the amounts arrived at by multiplying the quantity of each bid item, as shown in the bid or proposal, by the unit price specified in the proposal for that bid item, including lump sum bid items.

BID ITEM. A specifically described unit of work for which a price is provided in the proposal. A bid item may also be referred to as a contract item.

BID SECURITY. The security furnished by the bidder with its bid as guaranty that the bidder will execute the contract and furnish bond for the work if the proposal is accepted. For bids submitted to governmental entities, the bidder shall furnish bid security as defined in Iowa Code Chapter 26.

1.03 DEFINITIONS AND TERMS (Continued)

BIDDER. Any individual, firm, partnership, joint venture, corporation, or association licensed or otherwise authorized by law to do business where the work is located, which has submitted a proposal for the work, acting directly or through a duly authorized representative.

CALENDAR DAY. Every day shown on the calendar.

CHANGE ORDER. A written order to the Contractor signed and approved by the Contracting Authority, ordering a change in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Contracting Authority and the Contractor shall constitute authorized modifications of the contract.

COMMENCEMENT OF WORK. Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents, or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available to the site but the operations are prevented by conditions outside the Contractor's control.

COMPETITIVE QUOTATION. A properly signed written offer of the Contractor according to Iowa Code Chapter 26.

CONTRACT. The written agreement, between the Contractor and the Contracting Authority, setting forth the terms and conditions under which the work is to be performed. The contract includes all contract documents.

CONTRACT AMOUNT. The bid amount plus approved change orders.

CONTRACT DOCUMENTS. The contract documents consist of the following: The notice to bidders and notice of public hearing; the instructions to bidders; special provisions; standard specifications; general supplemental specifications; supplemental specifications; plans; addenda; proposal; contract; performance, payment, and maintenance bond; insurance certificate(s); Notice to Proceed; and change orders. These documents form the agreement whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed improvement. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

CONTRACTING AUTHORITY. The body, entity, board, commission, officer, or governmental entity having authority to award a contract.

CONTRACTOR. The individual, firm, partnership or corporation, and the heirs, executors, administrators, successors and assigns thereof, or the lawful agent of any such individual, firm, partnership, or corporation, or the surety thereof under the contract bond, constituting one of the principals to the contract and undertaking to perform the work herein specified. Where the pronoun "it" is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

CONTROLLING ITEM OF WORK. The unique activity of a contract that will determine the duration of the construction period or if a working day is charged. The character of this work may change during the project. It is the work that could be in progress at any time that would have the greatest influence on the duration of the project.

CULVERT. A structure not classified as a bridge or storm sewer which provides an opening under a roadway or embankment, except that such term shall not include tiles crossing the road, or intakes thereto, where such tiles are part of a tile line or system designed to aid subsurface drainage.

1.03 DEFINITIONS AND TERMS (Continued)

DEPARTMENT OF TRANSPORTATION, (THE DEPARTMENT). The Department of Transportation, as defined in Iowa Code Chapter 307.

EMPLOYEE. Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.

ENGINEER. For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and is the authorized representative of the Contracting Authority. For privately contracted projects, with improvements that are to become publicly owned, the Engineer is the Professional Engineer licensed in the State of Iowa and is the authorized representative of the Jurisdiction ultimately accepting ownership of the improvement. For all other projects, the Engineer is the Professional Engineer licensed in the State of Iowa and is the owner's authorized representative. The Engineer may act directly or through duly authorized representatives.

EQUIPMENT. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract and authorized by the Engineer. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.

GENERAL SUPPLEMENTAL SPECIFICATIONS. Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents.

GOVERNMENTAL ENTITY. As defined in Iowa Code Chapter 26.

IMPROVEMENT. Shall mean any public improvements as defined in Iowa Code Chapter 26 and shall also include highway, bridge, or culvert projects.

INCIDENTAL ITEMS. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and the cost of which shall be included in other bid items.

INSPECTOR. The authorized representative of the Engineer assigned to make a detailed inspection of any or all portions of the work, or materials.

IOWA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS. The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction and the General Supplemental Specifications effective at the date of publication of the Notice to Bidders unless a different effective date is identified in the contract documents.

JOINT VENTURE. The joining of two or more contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single project.

JURISDICTION. A governmental entity or the Iowa Department of Transportation, acting through its governing body, or through the authorized representatives of such governing body when so authorized.

JURISDICTIONAL ENGINEER. See Engineer.

1.03 DEFINITIONS AND TERMS (Continued)

LABORATORY. The testing laboratory of the Jurisdiction, or any other testing laboratory which may be designated by the Engineer.

LIQUIDATED DAMAGES. The dollar amount established by the Contracting Authority and set forth in the contract documents as compensation for the damage to the Contracting Authority, or public, for delay in completion of the work, to be paid to the Contracting Authority, or to be deducted from any payments due or to become due the Contractor.

LUMP SUM. Unit of measurement for a bid item where no direct measurement will be made. The bid item amount is complete payment for all work described in the contract documents and necessary to complete the work for that item. The estimated quantities of lump sum work shown in the contract documents are approximate.

MAPLE. Iowa DOT's materials approved product list enterprise. MAPLE contains a searchable database of most of the approved products, sources, producers, and suppliers of materials for Iowa highway projects. MAPLE may be searched by the brand/product name, producer, Iowa DOT Materials Instructional Memorandum (IM) number, or material name. New approvals are continually added as Iowa DOT approves them for use.

MATERIALS. Any substances specified for the use in the construction of the project and its appurtenances.

MATERIALS INSTRUCTIONAL MEMORANDUM (MATERIALS I.M.). This is an instruction prepared by the Iowa DOT's Construction and Materials Bureau. These may identify approved sources of various qualities or types of materials, sampling, testing, and approval procedures, and conditions for acceptance and use.

MEDIAN. The portion of a divided roadway separating the traveled ways for traffic.

MOBILIZATION. Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of all offices, buildings, and other facilities, which must be performed or costs incurred prior to beginning work on the various items on the project site.

NOTICE OF PUBLIC HEARING. The public announcement or publication by the governmental entity, as required under Iowa Code Chapter 26, notifying the public of the time and place where any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated cost of the improvement.

NOTICE TO BIDDERS. The public announcement, publication, or solicitation by the Contracting Authority, inviting bids for work to be performed or materials to be furnished as required by Iowa Code Chapter 26.

NOTICE TO PROCEED. A written notice to the Contractor issued by the Engineer stating the date, on or before which, the Contractor is to begin the work. The date set forth in this notice shall be considered as the official starting date.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. The bond submitted by the designated low bidder, in the amount specified in the contract documents, for the faithful performance of the contract and the terms and conditions therein contained, for payment for all labor and materials provided, and for maintenance of improvements in good repair for the specified number of years from the time of acceptance of the improvements by the Jurisdiction.

1.03 DEFINITIONS AND TERMS (Continued)

PLANS. Plans are the official drawings, standard plans, profiles, typical cross-sections, and supplemental drawings or reproductions thereof, approved and furnished by the Jurisdiction, which show the location, character, dimensions, and details of the work. All such documents are to be considered as a part of the plans whether attached to the plans or separate.

PROFILE GRADE. The trace of a vertical plan intersecting the top surface of the proposed wearing surface, usually along the longitudinal center line of the roadbed. Profile grade means either elevation or gradient or such trace, according to the context.

PROJECT AREA. The area of the specified project limits shown on the plans, and any additional area which is necessary for the Contractor to place traffic control devices required by the contract documents or necessary to protect the work.

PROPOSAL. The proposal is a properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Proposal is the same as Bid.

PROPOSAL FORM. A form provided by the Jurisdiction, to the bidder, containing a listing of the bid items and quantities, and locations to enter unit prices and the bid amount.

PROWAG. The July 26, 2011 "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" was written by the US Access Board and is also known as the Public Right-of-Way Accessibility Guidelines or PROWAG.

RESIDENT BIDDER. A person or entity authorized to transact business in this state and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

RESPONSIVE, RESPONSIBLE BID. A bid submitted in accordance with the Notice to Bidders by a bidder that acknowledged all addenda, that responded to all proposal requirements, and that agreed to do everything required by the plans and specifications and other bid documents without any conditions, qualifications, or exclusions.

A bid submitted by a bidder that is capable of performing the work, possess the necessary financial and technical capability to perform the work, as well as the ability to complete the work in a timely and acceptable manner as demonstrated by past performance or other appropriate considerations, including but not limited to the ability to obtain and maintain insurance and bonding requirements.

RESPONSIVE, RESPONSIBLE BIDDER. A bidder that has submitted a bid that has been determined by the governmental entity to be both responsive and responsible.

RIGHT-OF-WAY. The land area of which the right to possession is secured or reserved by the Jurisdiction for the project, including permanent roadway easements.

ROAD. See Street.

ROADBED. The area of the roadway between the tops of foreslopes.

ROADWAY. The portion of the right-of-way designated or ordinarily used for vehicular travel.

SHOP DRAWINGS. Information and details for materials, products, or equipment to be supplied for the project, which are typically delivered to the project in an assembled or ready-to-use condition.

1.03 DEFINITIONS AND TERMS (Continued)

SHOULDER. That portion of the roadbed contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

SIDEWALK. That portion of the street primarily constructed for the use of pedestrians.

SLOPE. The inclination of a line or surface expressed as a ratio of horizontal distance to vertical distance.

SPECIAL PROVISIONS. Additions and revisions to the SUDAS Standard, General, and Supplemental Specifications covering conditions peculiar to an individual project. They only apply to a project when specified in the contract documents.

SPECIALTY ITEMS. Portions of work designated in the contract documents requiring equipment, skills, or crafts not ordinarily associated with the expertise of the Contractor or the major types of work covered by the contract; typically including, but not limited to, earthwork for building construction, electrical, mechanical, masonry, roofing, drywalling, floor covering, glass and glazing, painting, conveying systems, etc.

SPECIFICATIONS. The general term comprising all the written directions, provisions, and requirements including the SUDAS Standard Specifications and those added or adopted as Supplemental Specifications or Special Provisions all of which are necessary for the proper performance of the contract.

SPEED LIMIT. Refers to the legally established speed limit before construction and not the advisory speed during construction.

STANDARD ROAD PLAN. The Iowa Department of Transportation's manual of detailed drawings showing standardized design features, construction methods, and approved materials.

STATE. The State of Iowa acting through its authorized representatives.

STATION. One hundred linear feet.

STREET. A general term denoting public way for vehicular travel, including the entire area within the right-of-way.

SUBBASE. The layer or layers of specified or selected material of designed thickness upon which a base course or pavement is constructed.

SUBCONTRACTOR. The subcontractor is any individual, firm, partnership, joint venture, corporation, or association to whom the Contractor, with the written consent of the Jurisdiction, sublets a part of the work.

SUBGRADE. The top surfaced of a roadbed upon which the pavement structure and shoulders are constructed.

SUDAS STANDARD SPECIFICATIONS. The requirements contained herein applying to the contract, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract. Previously referred to as the Iowa Statewide Urban Standard Specifications for Public Improvements.

SUPERINTENDENT. The Contractor's authorized representative in responsible charge of the work.

SUPPLEMENTAL CONTRACT (AGREEMENT). Written agreement between the Contractor and Contracting Authority modifying the original contract pursuant to the Iowa Code.

1.03 DEFINITIONS AND TERMS (Continued)

SUPPLEMENTAL SPECIFICATIONS. Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications. They only apply to a project when specified in the contract documents.

SURETY. The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

TARGET VALUE. When a target or target value is specified, a continuous and determined effort is expected to reach and maintain that value, as a goal.

UNAUTHORIZED WORK. Unauthorized work is work done contrary to, in addition to, or regardless of, the contract documents, or the instruction of the Engineer; work done without lines, grade, and/or cross-section stakes and grades shown on the plans or as given by the Engineer; or work done in deviation from the contract documents without written authority.

UTILITY. Includes all privately, publicly, municipally, or co-operatively owned structures and systems for supplying water, sewer, electric lights, street lights and traffic lights, gas, power, telegraph, telephone, communications, transit, pipelines, and the like.

UTILITY AGENCY. Means and includes (1) all franchised utilities having utility system facilities within the Jurisdiction, including but not limited to gas, electric, telephone, cable television, and communications; (2) communications systems licensed by the Jurisdiction; and (3) all governmental agencies owning or operating governmental utility systems, including but not limited to water, sewer, traffic control, and communications.

WORK. The work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary for construction of the improvement, successful completion of the contract, and the carrying out of all duties and obligations imposed by the Contract, including the submission of all necessary paperwork relating to payrolls, sales tax, warranties, owner's manuals, maintenance manuals, and the like.

WORKING DAY. Any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.

END OF SECTION

PROPOSAL REQUIREMENTS AND CONDITIONS**1.01 QUALIFICATION OF THE BIDDERS**

- A. The Jurisdiction reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.
- B. Upon request of the Engineer, the apparent lowest responsive bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's ability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated ability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.

1.02 CONTENTS OF THE PROPOSAL FORMS

- A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.
- B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The Bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

1.03 QUANTITIES AND UNIT PRICES

- A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.
- B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction as outlined in [Section 1040, 1.06 - Increase or Decrease of Work](#), and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.
- C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.
- D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

1.04 EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK

- A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal, except as provided in [Section 1040, 1.09 - Changed Site Conditions](#).
- B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.
- C. The bidder on this work acknowledges the facts set out in the proceeding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.
- D. By the submission of a bid on this work, the bidder acknowledges and agrees investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.
- E. The Jurisdiction does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal, except as provided in [Section 1040, 1.09 - Changed Site Conditions](#).

1.05 INTERPRETATION OF THE CONTRACT DOCUMENTS

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer. Any interpretation of the contract documents will be made only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contract documents from the Jurisdiction.

1.06 ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the Jurisdiction to the bidder's business address with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

1.07 PREFERENCE FOR LABOR AND MATERIALS

- A. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Code Chapter 73.
- B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

1.08 TAXES

A. Sales Tax Exemption Certificate: The Jurisdiction, as a designated exempt entity awarding construction contracts, will issue Sales Tax Exemption Certificates to contractors and subcontractors allowing them to purchase, or withdraw from inventory, materials for the contract free from sales tax pursuant to Iowa Code Sections 423.2 and 423.45 and Iowa Administrative Code rule 701-219(423). This Sales Tax Exemption Certificate may also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. Upon award of contract, the Jurisdiction will register the contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute Sales Tax Exemption Certificates and authorization letters to the Contractor and each subcontractor duly approved by the Jurisdiction according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#). These documents allow the Contractor and subcontractors to purchase materials for the contract free from sales tax. The Contractor and subcontractors may make copies of the Sales Tax Exemption Certificate and provide a copy to each supplier providing construction material. These Sales Tax Exemption Certificates and authorization letters are applicable only for the work under the contract.
2. At the time the Contractor requests permission to sublet according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#), the Contractor shall provide a listing to the Jurisdiction identifying all subcontractors. For each subcontractor, include the Federal Employee Identification Number (FEIN), contact information, the name of a representative for the organization, a description of the work to be sublet, and the associated cost.
3. The Contractor and each subcontractor shall comply with said Iowa Code sales tax requirements, shall keep records identifying the materials and supplies purchased and verify they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

B. Alternate Sales and Use Tax: If the Jurisdiction, at its option, decides to utilize the sales and use tax option, it will so state by special provision and publication in the Notice of Hearing and Letting.

1. The bidders shall include in their proposals all amounts payable by the Contractor for taxes imposed by any taxing authority on the sale, purchase, or use of materials and equipment covered by the contract documents. All taxes of the foregoing description shall be paid by the Contractor.

1.08 TAXES (Continued)

2. After delivery of materials and equipment, the Contractor shall submit to the Jurisdiction a statement (on a current Iowa Department of Revenue form) of all taxes of the foregoing description paid on materials and equipment incorporated in the complete construction. If a Sales Tax Exemption Certificate is issued by the Jurisdiction according to [Section 1020, 1.08, A](#), no statement is required.
- C. Income Tax:** The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual, or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with the State of Iowa Department of Revenue in the amount required by law and shall file a certificate issued by the Department, as provided in Iowa Code Section 422.17, releasing the Jurisdiction from withholding any and all sums required by the provision of Iowa Code Section 422.17.

1.09 PREPARATION OF THE PROPOSAL

- A. Proposal:** Proposals shall be legibly written in ink or typed on the forms provided by the Jurisdiction and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by an artificial entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the non-resident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the non-resident bidder's state or country of domicile at the time of a bid submittal.
- B. Unit Price Attachment:** The Engineer, at its option, may allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices. If the Jurisdiction decides to allow this unit price attachment option, it will so state by special provision.
1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.
 2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.
 3. The total amount bid shall be entered below the last bid item on the unit price attachment.
 4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).
 5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.

1.09 PREPARATION OF THE PROPOSAL (Continued)

6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.
 7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.
 8. When evaluating and tabulating the bids, the Jurisdiction shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.
- C. The bidder, as a business organization, shall comply with the requirements of [Section 1070, 1.11 - Business Organization Requirements](#).
- D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

1.10 BIDDERS CERTIFICATION

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the Jurisdiction.

1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS

- A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:
1. If submitted on a form other than that furnished by the Jurisdiction, or if the form is altered or any part thereof is detached or missing;
 2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;
 3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or
 4. If the bidder submits more than one proposal for the same work under the same or different names.
- B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:
1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;
 2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;

1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS (Continued)

3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the Jurisdiction;
 4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The Jurisdiction may require the bidder to identify any corrections or alteration so initialed;
 5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.
- C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the Jurisdiction will make corrections thereto by an addendum.
- D. Proposals will be evaluated by the Jurisdiction pursuant to the provisions of [Section 1030, 1.01 - Acceptance or Rejection of Proposals](#).

1.12 SUBMISSION OF THE PROPOSAL, IDENTITY OF BIDDER, AND BID SECURITY

- A. The proposal shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

1.13 WITHDRAWAL OR REVISION OF THE PROPOSAL PRIOR TO OPENING OF PROPOSALS

- A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the Jurisdiction, provided such request is made in writing to the Jurisdiction prior to the time set for receiving proposals.
- B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the Jurisdiction prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.
- C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.

1.14 OPENING OF PROPOSALS

At the time and place set forth in the notice to bidders, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

1.15 LIMITATION ON WITHDRAWAL OF PROPOSALS AFTER OPENING OF PROPOSALS

- A. A bidder shall not withdraw its proposal for period of 60 calendar days after the date designated for opening of proposals, or such other period of time specified in the Notice. However, in those projects involving special assessments, and confirmation by the District Court, no bidder shall withdraw its proposal for a period of 30 calendar days after the confirmation of the assessments by the Court.
- B. In the event a bidder desires to withdraw its proposal, it shall make request therefore in writing to the Engineer stating the reasons for such withdrawal.

END OF SECTION

APPROVAL FOR AWARD AND AWARD OF CONTRACT**1.01 ACCEPTANCE OR REJECTION OF PROPOSALS**

- A. The Jurisdiction reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in special provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in [Section 1020, 1.11 - Irregular and Nonresponsive Proposals](#); and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.
- B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.
- C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.
- D. Proposals may be rejected if the apparent lowest responsive bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract, or has an unsatisfactory record of performance and cooperation on any such previous contract, or has failed to maintain satisfactory progress on work already under contract.
- E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.
- F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a non-resident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. In the instance of a resident labor force preference, a non-resident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the non-resident bidder is a resident. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the proposal on the Bidder Status Form.
- G. Promptly after the proposals are opened and evaluated, the Jurisdiction shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

1.02 RELEASE OF BID SECURITY

- A. After the proposals are opened, verified, and duly considered, the Jurisdiction will promptly release the bid security of all except the lowest two bidders after the Jurisdiction's designation of the lowest responsive, responsible bidder. The bid security of the lowest two bidders will be promptly released after the Jurisdiction's approval of the contract executed by the lowest bidder. If all bids are rejected, all bid security will be promptly released.
- B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

1.03 AWARD OF CONTRACT

- A. **Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall present the signed and executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of [Section 1070, Part 3 - Bonds and Insurance](#) as required by the Jurisdiction. The Jurisdiction will thereupon receive and file such documents and award the contract.
- B. **Deferred Award:** The Jurisdiction reserves the right to defer award of any contract for a period not to exceed 60 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.
- C. **Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the Jurisdiction, the amount of the bidder's bid security may at the Jurisdiction's option be forfeited and shall become the property of the Jurisdiction, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the Jurisdiction, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the Jurisdiction in any legal manner.
- D. **Disclosure of Subcontractors:**
 - 1. The lowest responsive, responsible bidder shall be required to file a list of the names and subcontract amounts of all subcontractors who are expected to work on the project according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#).
 - 2. If after award of the contract a subcontractor is replaced, or the subcontract price or the work under the subcontract is changed, the bidder shall disclose the name of the new subcontractor, the revised subcontract price, or the change in the scope of subcontract work.

If a new subcontractor is added after award of the contract, the Contractor shall disclose the name of the new subcontractor.

END OF SECTION

SCOPE OF WORK**1.01 INTENT OF THE CONTRACT DOCUMENTS**

- A. These SUDAS Standard Specifications have been prepared to provide construction utilizing the best general practices and construction methods, utilizing first quality materials and work. The Contractor shall be responsible for providing or undertaking all work, labor, materials, equipment, tools, transportation, supplies, and activities included in these specifications, unless the responsibility for undertaking or providing same is specifically assigned to an identified party other than the Contractor.
- B. The intent of the contract documents is to provide for the construction and completion in every detail of the work described or as may be amended. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the contract documents. The apparent silence or omission of the contract documents as to any detail shall be regarded as meaning only the best general practice is to prevail and only first quality materials and work are to be used.
- C. To prepare the plans, specifications, and contract documents, the Engineer may have performed exploratory work to gain information relative to surface and subsurface conditions. This information, when shown in the contract documents, represents a summary of conditions as of the date the survey was made; it is only an approximate estimation of the site conditions made for the Jurisdiction to identify construction conditions and quantities and classes of work. The appearance of this information in the contract documents will not constitute a guarantee conditions other than those indicated will not be encountered at the time of construction. The Contractor's bid shall be prepared based upon its examination of the site and its exploratory work.
- D. Before making whatever additional investigations it feels are advisable, a bidder should contact the Engineer to determine available project area. If the Jurisdiction has not obtained right-of-entry for such investigation, the bidder shall be responsible to secure right-of-entry to any parcels where the Jurisdiction has not previously obtained right-of-entry before doing any investigation work. The bidder shall also be responsible for any traffic control necessary for any investigation work. The bidder shall further be responsible to obtain prior utility locates necessary to conduct such investigations.

1.02 CORRELATION OF THE CONTRACT DOCUMENTS

The plans and specifications are intended to supplement each other so any work shown on the plans and not mentioned in the specifications, or vice versa, shall be as binding and shall be completed the same as if that work was mentioned or shown on both and to the true intent and meaning of said plans and specifications.

1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS

- A. In case of any discrepancy between the various items included in the contract documents, the items shall prevail, or govern, in the following descending order:
 - 1. Change Orders
 - 2. Addenda
 - 3. Proposal and Contract
 - 4. Special Provisions
 - 5. Plans, including plan notes

1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS (Continued)

6. Supplemental Specifications (Jurisdictional document)
7. General Supplemental Specifications (SUDAS)
8. SUDAS Standard Specifications

In case of a discrepancy within any contract document, the following shall prevail, or govern, in descending order: written text, numerals, drawings.

- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications or of any discrepancy between the plans or specifications.

1.04 CONFORMITY WITH THE CONTRACT DOCUMENTS

- A. **Reasonably Close Conformity:** All work performed and all materials furnished shall comply with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the contract documents. Where tolerances are not specified, work shall comply with reasonable and customary manufacturing and industry standards. The Engineer may, in the Engineer's sole discretion, accept variations beyond such requirements or tolerances where they will not materially affect the value or utility of the work and interests of the Jurisdiction.
- B. **Defective Work:** Work not in reasonably close conformity with the contract documents, or requirements thereof that, in the sole discretion of the Engineer, has resulted in inferior or unsatisfactory work. Defective work shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- C. **Deficient Work:** Work not in reasonably close conformity with the contract requirements but that, in the sole discretion of the Engineer, may be accepted and allowed to remain in place with a price adjustment and/or extended warranty period. In the event the Engineer agrees to accept deficient work with a price adjustment/extended warranty, the Engineer will document the basis of acceptance by contract modification making appropriate adjustments in the contract price for such work or materials.

1.05 PLANS

The final plans on file in the Jurisdiction show the location, typical construction details, and dimensions of the work contemplated. The work shall be performed in conformity therewith, except in case of error or unforeseen contingency.

Electronic support files, if available, will be provided prior to letting and are for information only. Should there be a discrepancy between an electronic support file and a contract document, the contract documents shall govern. No guarantee is made that the data systems used by the Engineer will be directly compatible with the systems the Contractor uses.

Electronic information shall not be considered a representation of actual conditions to be encountered during construction. Providing the Contractor this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered, including, but not limited to, site visits and basing the bid on information obtained from these investigations and professional interpretations and judgment. The Contractor assumes the risk of error if the information is used for any purposes for which the information was not intended. Assumptions the Contractor makes from this electronic information or manipulation of the electronic information is at their risk.

If changes are made during construction, regardless if the change is initiated by the Contracting Authority or Contractor, it shall be the Contractor's sole responsibility to update electronic files that they will use.

1.06 INCREASE OR DECREASE OF WORK

- A. The Jurisdiction reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Engineer and shall not be considered as a waiver of any conditions of the contract documents or to invalidate any of the provisions thereof.
- B. Unless such alterations, increases, or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. Quantity changes amounting to 20% or less of the total bid for an item shall not affect the unit price of that item. If, however, the character of the work or the unit costs thereof are materially changed, due to unforeseen events, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work.
- C. Whenever materials have been delivered to the Contractor or to the work site and the bid item related to those materials is deleted, the Jurisdiction will determine one of the following:
 - 1. Pay invoiced cost for the materials, not to exceed 80% of the authorized amount for the bid item, plus 10% of the invoiced material cost as an overhead charge in addition to documented transportation costs to have the Contractor deliver the materials to the site designated by the Engineer
 - OR
 - 2. Pay the invoiced restocking fee (not to exceed 15% of the actual material cost), plus 10% of the restocking fee as an overhead charge, in addition to documented transportation costs incurred by the Contractor to return the materials.

1.07 CHANGE ORDERS

- A. **Oral Orders:** The Engineer shall have authority to give oral orders for minor or incidental changes in the work not involving extra cost and not inconsistent with the proposed purpose of the work.
- B. **Written Orders:** The Engineer may in his/her discretion, and subject to formal approval by the Jurisdiction, if required, issue written change orders changing the scope of the work and/or adjusting the amount to be paid to the Contractor for performing such work; however, the Engineer may, in case of emergency of endangering life or property, orally authorize such a change order without formal approval by the Jurisdiction. Each written change order for extra work shall be explicit in its instruction and shall be duly executed by the Jurisdiction. One copy of said change order shall be filed with the Contractor. Each change order shall stipulate the amount and method of payment.

1.08 SITE CONDITIONS

- A. The Contractor is required by [Section 1020, 1.04 - Examination of the Contract Documents and Site of Work](#) to make reasonable investigation and examination to determine latent and subsurface conditions at the site of the work prior to preparing its proposal. The Jurisdiction makes no guarantee of any conditions, latent or subsurface, at the site of the work. The Jurisdiction shall not be obligated to make any payments to the Contractor by reason of any latent or subsurface conditions.
- B. Failure of the Contractor in determining adverse site conditions prior to filing its proposal, or in any phase of its performance of the work, shall be grounds for refusal by the Jurisdiction to agree to pay for additional work by the contractor necessitated by such site conditions.

1.09 CHANGED SITE CONDITIONS**A. Latent or Subsurface Conditions:**

1. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents or from those ordinarily encountered in performing work of the character involved, and which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall promptly after discovery thereof notify the Engineer of its claim in writing. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.
2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give prompt written notice and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

B. Compensation:

1. If the Engineer determines the condition could not reasonably have been discovered, the Contractor is entitled to additional compensation by reason of increased expense caused by the condition, and said condition requires work not contemplated by the contract, a change order will be executed by the parties providing for additional compensation for such amount as the parties may agree upon.
2. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted according to [Section 1040, 1.11 - Delays Caused by the Jurisdiction](#) and [Section 1080, 1.09 - Extension of Time](#).

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION**A. Basis of Claim for Extra Compensation:**

1. In any case where the Contractor believes extra compensation is due for work or material beyond the scope of the work under the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of its intention to make claim for such extra compensation before beginning the work on which the claim is based. The Contractor shall not proceed with that work until the Contractor and the Jurisdiction have executed a change order with respect to extra compensation.
2. The Jurisdiction shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other contractor, governmental agency, utility agency, firm, corporation, or individual authorized to do work on the project, only when such damages result from negligence on the part of the Jurisdiction, its Engineer, or any of its officers or employees.
3. In any case where the Contractor deems that extra compensation is due from the contracting authority as damages resulting from such performances, nonperformances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

4. In either case, if such notification is not given, or if after such notification is given, the Engineer is not allowed facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim.
 5. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an evaluation by the Jurisdiction. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other person having knowledge of the facts.
- B. Presentation and Consideration of Claim:** If the claimant wishes an opportunity to present its claim in person, the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present its claim in person, the Jurisdiction, within 30 calendar days of the filing of the claim, shall fix a time and place for a meeting between the claimant and the Jurisdiction or its designated representatives or representative. The Jurisdiction shall, within a reasonable time after the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons therefore. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.
- C. Request for Arbitration:** In the event a Contractor's claim as outlined in the above procedure has been disallowed, in whole or in part, the Contractor may, within 30 calendar days from the date the ruling of the Jurisdiction is mailed, make a written request to the Jurisdiction that its claim or claims be submitted to a board of arbitration. The Jurisdiction shall decide if the matter is subject to arbitration and shall, within 30 calendar days of the receipt of the request for arbitration, grant or deny the request for arbitration. The Jurisdiction's decision shall be final.
- D. Board of Arbitration:**
1. The board of arbitration shall consist of three persons - one to be appointed by the Jurisdiction, one to be appointed by the Contractor, and the third to be appointed by the two arbitrators thus chosen.
 2. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time the claim arose, or at the time of arbitration.
- E. Arbitration Proceedings:** The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by the Jurisdiction and the Contractor. If the desired records are not produced within 10 calendar days after they are requested, the board of arbitration shall proceed without them as best it may. Notification of arbitration proceedings shall be made by the arbitration board to both the Jurisdiction and the Contractor, and each shall have the opportunity to attend all sessions of the arbitration board. In determining the findings or award or both, a majority vote of the board shall govern. Copies of the findings or award or both, signed by the arbitrators, shall be filed with the Jurisdiction and the Contractor. A unanimous report or majority report may be used. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne by the parties.

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

F. Jurisdiction of Board of Arbitration: The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation that have not been allowed by the Jurisdiction. The board's jurisdiction shall not extend to a determination of quality of workmanship or materials furnished, or to an interpretation of the intent of the plans and specifications except as to matters of compensation. Jurisdiction of the board shall not extend to setting aside or modifying the terms or requirements of the contract.

G. Determination of Board of Arbitration Final: The findings or award, or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiation between the parties. In the event a solution agreeable to both parties has not been reached through the filing of a claim, through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available to it. The Contractor shall not initiate any suit against the Jurisdiction for the adjudication of any claim until said claim has been first presented to the Jurisdiction, pursuant to this article, and either submitted to arbitration or a request for arbitration is denied.

1.11 DELAYS CAUSED BY THE JURISDICTION

If the Jurisdiction or its agents should cause a delay in any part of the work or in the final completion of the job, this fact shall not make void the provisions of the contract as to liquidated damages; but the Contractor will promptly be given such extension of time for the final completion of the job as the Jurisdiction may deem proper to compensate the Contractor for such delay.

1.12 ORAL AGREEMENTS, CONVERSATIONS, AND INFORMAL COMMUNICATIONS

No oral agreement or conversation made or had with any officer, agent, or employee of the Jurisdiction, and no informal written communication from any officer, agent, or employee of the Jurisdiction, occurring either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the contract documents. Such oral contact and such informal writings shall be considered as unofficial information and in no way binding upon the Jurisdiction.

1.13 ERRORS OR OMISSIONS

The Contractor shall examine the plans before beginning construction work. If errors or omissions are discovered in the plans, the Contractor shall call them to the attention of the Engineer before proceeding with the work. In no case shall the Contractor make the corrections therefore without written permission from the Jurisdiction. In case revised plans of a supplementary or explanatory nature are necessary or desirable for clarification, or to correct any errors or omissions, they will be furnished by the Jurisdiction from time to time as the work progresses.

END OF SECTION

CONTROL OF WORK**1.01 AUTHORITY OF THE ENGINEER**

- A. The work included in the contract is to be done to the complete satisfaction of the Engineer, and the decision of the Engineer as to the true construction and meaning of the contract documents, plans, specifications, estimates, and as to all questions arising as to proper performance of the work, shall be final, except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- B. The Engineer shall determine the unit quantities and the classification of all work done and materials furnished under the provisions of the contract documents, and the Engineer's determination thereof shall be final except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- C. The Engineer shall decide any and all questions that may arise regarding the quality or acceptability of materials furnished and work performed, the rate of progress of the work, including cleanup and restoration, acceptable fulfillment and performance of the contract on the part of the Contractor, and compensation. The decision of the Engineer in such matters shall be final except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- D. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to ensure the quality of work conforms to these specifications and other provisions of the contract documents and the contract will be completed as scheduled.

1.02 AUTHORITY AND DUTIES OF THE ENGINEER'S AUTHORIZED REPRESENTATIVE

- A. The Engineer may appoint a representative to monitor any or all materials used and work done. Such observation may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The Engineer's authorized representative will not be authorized to revoke, alter, enlarge, or relax the provisions of these specifications. When placed on the work, the Engineer's authorized representative will keep the Engineer informed as to the progress and quality of the work and the manner in which it is being done.
- B. Results of tests and examinations may be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for compliance with the contract documents. The Engineer's authorized representative will call to the attention of the Contractor any lack of compliance with the contract documents. However, failure of the Engineer's authorized representative or the Engineer to call the attention of the Contractor to faulty work or to lack of compliance with the contract documents shall not constitute acceptance of such work.
- C. The Engineer's authorized representative will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the contract documents. The Engineer's authorized representative will act under the authority of the Engineer to reject defective work or material, and to suspend any work that is not being properly performed, subject to the final decision of the Engineer.
- D. The Engineer's authorized representative will not act as supervisor or perform other duties for the Contractor, nor improperly interfere with management of the work. The Engineer's authorized representative will exercise such additional authority as may, from time to time, be delegated by the Engineer.

1.03 COOPERATION BY THE CONTRACTOR

- A. A set of approved plans, specifications, contract documents, and any special provisions and authorized alterations will be supplied to the Contractor, and the Contractor shall have them available on the job site at all times.
- B. A competent, authorized representative of the Contractor shall be present on the site of the work continually during its progress. This representative must be capable of reading and thoroughly understanding the contract documents and experienced in the type of work being performed. This representative shall supervise, direct, and control the Contractor's operations, personnel, and work, and oversee the Subcontractor's operations.
- C. The Contractor shall give the Engineer written notification of the name of the Superintendent. The Contractor or its Superintendent shall receive from the Engineer all explanations and directions necessary for the satisfactory prosecution and completion of the work.
- D. The Contractor shall not cause any unnecessary delay or hindrance to other contractors on the work and shall be required to cooperate with other contractors to the fullest extent.

1.04 COOPERATION WITH OTHER CONTRACTORS

- A. The Jurisdiction reserves the right to award other contracts in connection with this work and the total improvement. The Contractor is required to become fully informed of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other contractor or agency. The Contractor shall give other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly integrate, incorporate, and/or coordinate its work with theirs.
- B. If any part of the Contractor's work depends for proper execution or results on the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work by another contractor that renders it unsuitable for such proper execution and results. The Contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the integration or incorporation of its work, except as to defects that may develop in the other contractor's work after the execution of the Contractor's work.
- C. Wherever work being done by the Jurisdiction's forces or by other contractors is contiguous to work covered by the contract, the respective rights of the various interests involved shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.
- D. Unless otherwise specified in the contract documents, the Contractor shall give notice, as hereafter provided, to all utilities, public and private agencies, abutting property owners, and all others affected by its operations as to time for starting and for completion of its work, names of streets or locations of alleys closed, schedule of operations, and routes of detours where possible. Notification shall be made sufficiently ahead of time to provide proper re-routing of traffic and erecting of signs before the work is to begin.
- E. The Contractor shall properly coordinate and expedite its work in such a manner as to cause the least amount of conflict and interference between its operation and those of all others affected by its operations. Any or all damages or claims resulting from the improper or insufficient notification of all others affected by its operations shall be the responsibility of the Contractor.

1.05 SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS**A. Submission of Drawings:**

1. The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.
2. The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

B. Submission of Equipment Lists:

1. If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.
2. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required, and other descriptive data including the complete description, trade name, model number, type, size, and rating.

C. Engineer's Review:

1. Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.
2. Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

1.06 CONFLICT AVOIDANCE

- A. Expose possible conflicts, such as utility lines and drainage structures. Verify elevations of each and verify clearances for proposed construction.
- B. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on the plans.
- C. See [Section 1040, 1.09 - Changed Site Conditions](#) if unknown or changed conditions are encountered.

1.07 EXAMINATION OF MATERIALS AND WORK

- A. The Contractor shall furnish the Engineer and its agents every reasonable opportunity to ascertain whether the work and materials are in reasonably close conformity with the contract documents. At any time before final acceptance of the work, at the request of the Engineer, the Contractor shall remove or uncover portions of the work for examination. After examination, the Contractor shall restore such portions of the work to the standards required by the contract documents.

1.07 EXAMINATION OF MATERIALS AND WORK (Continued)

- B. Should the work thus exposed and examined prove acceptable, the uncovering, removing, and replacing of such work shall be paid for as specified in [Section 1090, 1.04 - Payment for Change Orders](#). Should the work thus exposed and examined prove unacceptable, the uncovering, removing, and replacing of such work shall be at the Contractor's expense.

1.08 REMOVAL OF DEFECTIVE WORK AND MATERIALS

- A. Defective work or materials may be condemned by the Engineer any time before the final acceptance of the work. Notice of such condemnation shall be given in writing by the Engineer. Such condemned work shall be immediately corrected to the satisfaction of the Engineer. Failure or neglect on the part of the Engineer to condemn unsatisfactory material or reject inferior workmanship shall not release the Contractor, nor shall it be construed as an acceptance of such work, nor shall the final acceptance of such work bar the Jurisdiction from recovering damages on account thereof.
- B. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced according to the contract documents.
- C. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Jurisdiction to declare the contract in default. No compensation will be paid to Contractor for defective work or materials, or for the satisfactory removal, correction, or disposal thereof.

1.09 UNAUTHORIZED WORK

- A. Unauthorized work is work done contrary to the work shown in the contract documents. The Jurisdiction will not pay for unauthorized work.
- B. Unauthorized work may be ordered to be removed and replaced immediately at the Contractor's expense.

1.10 LINE AND GRADE STAKES

- A. Minimum standards for construction survey provided by the Jurisdiction will meet the requirements of [Section 11,010](#). The Engineer will set the necessary stakes promptly upon notification by the Contractor that stakes are needed.
- B. The work shall be performed in strict conformity with the contract documents and to the lines and grades as fixed by the Engineer, and shall be according to such instructions as may be given by the Engineer. When such stakes or lines are given by the Engineer, the Jurisdiction will be responsible for the correctness thereof, and the Contractor will be responsible for their proper use, interpretation, and preservation.
- C. The Contractor shall protect and preserve in their original position all stakes, points, or marks set for the work by the Engineer. Where the Engineer shall consider such stakes, points, or marks to have been unnecessarily altered or destroyed, the Engineer may cause the expense of correcting or replacing them to be charged to the Contractor and the amount of such costs deducted from any monies due or which may become due to the Contractor under the contract.

1.11 PROVIDING JOB SITE UTILITIES

- A. The Contractor shall make all necessary arrangements for the provision to the job site of all required utilities for the project. The Contractor shall arrange its work so it will not be delayed because such regulations or requirements relating to the use of utilities. All costs for the provision of utilities to the job site shall be borne by the Contractor.
- B. Fire hydrants shall not be used by the Contractor or its subcontractors unless authorization for such use has been obtained from the appropriate water utility agency.

1.12 SALVAGE

- A. When the contract documents specify salvage of materials for the Jurisdiction as part of the work, the material to be salvaged shall be carefully salvaged and delivered to the designated location in the best condition and ready for storage. When the contract documents provide for salvage of such materials by the Contractor, the Contractor shall salvage such materials and promptly remove them from the site.
- B. The Contractor shall not allow inspection or sale of salvage materials to third parties at the site without written approval of the Jurisdiction.

1.13 PROTECTION OF WATER QUALITY AND WETLANDS

- A. The Contractor shall comply with the requirements of the Clean Water Act (33 U.S.C. 1344 and 33 CFR 323) and Executive Order 11990. When it becomes necessary for the Contractor to work in waters of the United States, the Contractor shall be aware that a Section 404 permit may be required.
- B. When required, the Contracting Authority will obtain a Section 404 permit for essential work on the right-of-way prior to the award of the contract. The Contractor shall adhere to the requirements of the permit. Activities occurring in or across waters of the United States not specifically reviewed and approved in the permit are not authorized. If the Contractor desires to use construction methods that are not specifically approved by the permit, the Contractor shall be responsible for obtaining approval in the form of a new Section 404 permit from the U.S. Army Corps of Engineers and possibly Iowa DNR. The Contractor shall not use construction methods that require additional mitigation by the Contracting Authority. The Contractor will not be granted additional compensation or contract time due to their request for a new permit. If, however, due to no fault of the Contractor, a Section 404 permit modification involving activities within the right-of-way is deemed necessary by the Engineer, additional contract time and/or compensation may be considered.

1.14 FINAL INSPECTION AND ACCEPTANCE

- A. As soon as practicable after the completion of the work, it will be inspected thoroughly by the Engineer. The Contractor will be notified when the inspection is to be made so it or its representative may be present.
- B. If the inspection reveals any defects in the work as contemplated by the specifications, such defects shall be repaired or unsatisfactory work shall be replaced, as the Engineer may direct, before final acceptance. The cost of all such repairs and replacement shall be borne by the Contractor, and no extension of the contract time shall be granted because of the time required to remedy such defects.
- C. When the work is found to be satisfactory, it will be accepted as provided in [Section 1090.1.08 - Acceptance and Final Payment](#). Such final acceptance will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

1.15 ADDITIONAL CONTRACTOR RESPONSIBILITIES

If a form of automated machine guidance (AMG) is used for grading or paving operations, the following is required:

- A. At least one week prior to the preconstruction meeting, submit to the Engineer for review a written AMG work plan which indicates the following:
 - Equipment type
 - Control software manufacturer and version
 - Proposed location of GPS base station for broadcasting differential correction data to rover units
 - Proposed locations where AMG will be utilized
- B. Provide Engineer with up to 8 hours of formal training on Contractor's AMG systems.
- C. For grading contracts, provide a rover for use by the Engineer.
- D. Check and recalibrate, if necessary, the AMG system at the beginning of each work day.
- E. Contractor will bear all costs associated with use of the AMG system, including but not limited to reconstruction of work that may be incurred due to errors in application of the AMG system. Correction of grade elevation errors and any associated quantity adjustments resulting from the Contractor's activities are to be done at no cost to the Contracting Authority.

END OF SECTION

CONTROL OF MATERIALS**1.01 MATERIALS SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

- A. Materials used in the work shall meet all quality requirements of the contract documents. In order to expedite inspection and testing of materials, the Contractor shall notify the Engineer in writing of the proposed sources of those materials requested by the Engineer promptly after being awarded the contract. Any material shall be produced with a reasonably uniform quality and within requirements specified; the producer shall perform quality control tests and evaluations the producer believes necessary to control the product adequately. All materials for use in the project are subject to inspection and tests at any time prior to being incorporated into the work.
- B. For the convenience of the Contractor, and when convenient to the Engineer, materials may be inspected at the site of production. Materials tested and found in compliance at the site of production may be later inspected for reasonably close conformity and normally will not be rejected except for obvious mistakes, contamination, quality change, or mishandling. To avoid later rejection, materials that usually show an extreme change in character or quality prior to or during the process of incorporation into the work should be produced to more rigid limits than those required by the specifications.
- C. At the option of the Engineer, approval of the source, or approval of materials at the source prior to delivery, may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that use of unfit materials can not be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery, and at any time during the process of preparation and use, materials shall be subject to the approval of the Engineer.
- D. Materials not previously inspected will be inspected at the project site. Acceptance at that time will be based on sampling and testing, producer's certifications, visual inspection, or any combination of these at the discretion of the Engineer.
- E. Use of materials on the basis of the producer's certification, quality control tests, and evaluations may be permitted or required. The Engineer may require specific data obtained by qualified persons and procedures be provided with the material, when delivered. Certified gradation testing by a certified aggregate technician will be required for all aggregates to be furnished by the Contractor, and shall be done according to the current [Iowa DOT Materials I.M. 209](#).

1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS AND OTHER SUBSTITUTIONS

- A. **General:** In order to establish a basis of quality for the work, performance, or economy of operation, certain processes, types of machinery and equipment, or kind of material may be referenced in the contract documents by designating a manufacturer by name and referring to its brand or model numbers. Such reference is not intended to foreclose other processes, equipment or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards. There may be instances where the Engineer will not consider alternate processes, equipment, or materials.
- B. **Consideration:**
 - 1. The Jurisdiction may consider alternate processes, equipment, or materials for those specified in the contract documents; however, it is only an indication that the Jurisdiction will not foreclose consideration of the bidder's/contractor's request, and is not an approval. Following are the steps for consideration of alternate processes, equipment, or materials:

**1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS AND OTHER SUBSTITUTIONS
(Continued)**

- a. If a bidder/contractor desires to use alternate processes, equipment, or materials, the bidder/contractor shall contact the Engineer to confirm the Jurisdiction would consider alternate processes, equipment, or materials for those as specified in the contract documents.
 - b. Support/requirements for submissions of alternatives:
 - 1) The Engineer will consider and evaluate other products, equipment, methods, and systems only when such items are accompanied by full and complete technical data, test data, code compliance, and other relevant information, including samples and finishes where appropriate.
 - 2) The bidder/contractor shall submit design information, material compatibility, performance, durability, laboratory tests, chemical analysis, color, manufacturer's specifications, and other relevant information as proof of quality and integrity when presenting proposed alternatives to the Engineer for consideration. The bidder/contractor must include the kind, quality, design, and performance of the proposed materials and equipment.
 - 3) If alternate methods are proposed, the contractor shall furnish complete engineering plans covering the proposed change.
 - 4) It is the sole responsibility of the proposer of any alternative product to have pre-qualified the product proposed for its intended use for compliance with all applicable codes within the Jurisdiction prior to submittal to the Engineer for consideration.
 - c. In making an alternative request, the contractor shall be responsible for all costs including reimbursing the Engineer for services furnished and any time required to review the proposed change.
 - d. If the bidder/contractor desires to use alternate processes, equipment, or materials for those as specified in the contract documents, the bidder/contractor shall secure the written approval of the Engineer before entering an order therefore.
 - e. Proposed alternative processes, equipment, or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards will be given written approval to be used on the project as an "Approved Equal" or "Equivalent" to the specified item.
 - f. If approval as an "Approved Equal" or "Equivalent" is given by the Engineer, such approval will be on the condition that the bidder/contractor shall be fully responsible for producing construction work in reasonably close conformity with contract requirements.
 - g. In order to ensure fair competitive bidding, it is critical that all bidders base their bids on providing the material, equipment or process (including those trade named) fully complying with the contract documents.
 - h. The contractor shall not be entitled to any additional compensation if the Engineer does not approve the contractor's request for alternate processes, equipment, or materials after the contract is awarded. The bidder/contractor is solely at risk until the Engineer issues written notification of "Approved Equal" or "Equivalent."
 - i. The Jurisdiction reserves the right to adjust the contract price when the cost of an "Approved Equal" or "Equivalent" is less than the cost of the specified item. The contractor shall estimate the net savings of the proposed alternate and if the Engineer approves the proposal, a change order may be processed to reduce the contract amount by up to 50% of the estimated net savings of the "Approved Equal" or "Equivalent."
2. If the contract documents state that the Jurisdiction will not consider alternate processes, equipment, or materials, the bidder/contractor shall not propose any alternates to those specified in the contract documents.

1.03 SAMPLES AND TESTING

- A. Each consignment of material shall be tested or inspected before being incorporated into the work and shall be approved by the Engineer in charge of the work before it is used. The Contractor shall allow such facilities for collecting and forwarding samples and subsequent testing as the Engineer may require.
- B. Samples shall be supplied to allow ample time for testing without delaying the work. No material for which samples are requested shall be used until the samples have been approved. If necessary, work will be delayed or suspended, at no cost to the Jurisdiction, to permit the completion of all specified tests and examinations. Tests made on the samples of materials utilized for improvements constructed under these specifications will be made by the Jurisdiction at no cost to the Contractor.
- C. All tests shall be made by the Jurisdiction testing laboratory, or at such independent testing laboratories as the Engineer shall approve. Except as otherwise specified, the testing of materials furnished for use under these specifications shall be done according to the methods described in the specific ASTM, AASHTO, AWWA, or other authorized specifications for each material. Results of all tests shall be submitted to the Engineer.

1.04 STORAGE OF MATERIALS

The Contractor shall be responsible for care and storage of materials delivered to the work site or purchased for use. Material delivered to the work site and damaged before actual incorporation in the work may be rejected by the Engineer even though it may have been previously acceptable. Stored materials shall be located to facilitate thorough inspections, to minimize environmental damage, and not interfere with operations.

1.05 UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered unacceptable, and all such materials will be rejected and shall be removed immediately from the work site unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given by the Engineer.

1.06 MATERIALS SUPPLIED BY THE JURISDICTION

When any materials are to be furnished by the Jurisdiction, the designation of such materials and the time of availability will be included in the contract documents.

1.07 MATERIALS SUPPLIED BY THE CONTRACTOR

- A. Unless otherwise stated in the contract documents, all materials and equipment needed for, or to become a part of, the work shall be furnished by the Contractor. The Contractor shall assume full responsibility for ordering materials and equipment of the quality specified and of the quantity necessary, and shall be responsible for payment of the purchase and/or delivery cost of such materials and equipment.
- B. All materials and equipment that become the property of the Jurisdiction as a part of the project shall be unused and newly produced or manufactured with original materials (as opposed to recycled or used materials), shall be state of the art for that material or equipment, and shall be properly stored to protect the integrity of the material and equipment. The Engineer may waive this provision and accept used or recycled material or equipment prior to submission of the bid. Such waiver must be in the form of an addendum.

END OF SECTION

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**PART 1 - LEGAL RELATIONS****1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS**

- A. The Contractor shall at all times observe and comply with all applicable Federal, State, County, or City laws, ordinances, orders, and regulations.
- B. References in these specifications to particular chapters or sections of the Iowa Code shall be to those chapters or sections as they appear in the current version of the Iowa Code. In the event such chapters or sections of the Iowa Code are subsequently amended, the specifications shall be deemed to refer to those chapters or sections as amended.
- C. During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - 1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
 - 4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
 - 5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS
(Continued)**

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.02 GOVERNING LAW

The law of the State of Iowa shall govern this contract and all subcontracts for materials and services entered into by the Contractor.

1.03 PERMITS AND LICENSES

The Contractor shall procure all necessary permits for the construction of the work and for temporary excavations, obstructions, enclosures, and street openings arising from the construction and completion of the work described in the contract documents. The cost for all required Jurisdictional permits and licenses will be waived by the Jurisdiction. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused by the obstruction of roads, streets, highways, or sidewalks, and shall give all requisite notices to the Jurisdiction or other public authorities in connection therewith.

1.04 PATENTS AND ROYALTIES

The Contractor shall defend, indemnify, and save the Jurisdiction harmless against all claims arising from alleged infringements of patents and royalties covering tools, machinery, processes, appliances, devices, or materials used in connection with the work. Unit prices provided in the proposal shall include payment of all necessary royalties or licenses.

1.05 USE AND OCCUPANCY PRIOR TO COMPLETION OF CONTRACT

The Contractor shall complete any portion or portions of the work in such order and at such time as the Engineer may require. The Jurisdiction shall have the right to use any completed or partially completed portions of the work at any time, but such possession and use shall not be deemed an acceptance of the work so used or any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine appropriate. When improvements are released to the Jurisdiction for public use prior to final approval and acceptance, the Contractor will be relieved of the responsibility for damages due to the elements or due to ordinary public use, but only the released and used portion of the improvements. Such release by the Contractor to the Jurisdiction for public use shall be directed in writing by the Engineer.

1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- A. Until the work is accepted by the Jurisdiction, it shall be in the custody of and under the charge, care, and control of the Contractor, who shall take every precaution against damage to the work by action of the elements or any other cause. The Contractor shall rebuild, repair, restore, and make good at its own expense, all damages to any portion of the work before acceptance thereof by the Jurisdiction. Issuance of any estimate or partial payment for work done will not be considered as final acceptance of any work completed.

1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK (Continued)

- B. If the Contractor completes a unit or portion of the work, the Jurisdiction may at its discretion accept such work and the Contractor may be relieved of further responsibility for such unit or portion of the work. Such partial acceptance shall not void or alter any of the terms of the contract, nor shall it constitute final acceptance of the work as provided in [Section 1090, 1.08 - Acceptance and Final Payment](#).

1.07 RESPONSIBILITY FOR DAMAGE CLAIMS

The parties agree that it is their intent that there be no third-party beneficiaries to this contract. No provision of this contract or of any addendum, materials instructional memorandums, plans, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification shall be construed as creating any third-party beneficiaries.

1.08 PERSONAL LIABILITY OF PUBLIC OFFICIALS

Neither the Engineer nor the Engineer's authorized representatives, agents, or assistants shall have any liability, either personally or as officials of the Jurisdiction, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them thereby. It being understood that in such matters they will act as the agents and representatives of the Jurisdiction.

1.09 WAIVER OF LEGAL RIGHTS

- A. The Jurisdiction shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or from showing that the work or materials do not in fact conform to the contract documents.
- B. The Jurisdiction shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its surety such damages as it may sustain, and all outlay and expense it incurs, by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Jurisdiction nor any of its representatives, nor any payment for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Jurisdiction, shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.
- C. The Contractor hereby waives any claims it may hereafter be entitled to assert against the Jurisdiction, its officers, agents, employees, or consultants, on its behalf or on behalf of its employees, agents, subcontractors, sub-subcontractors, and suppliers, for loss of or damage to personal property, tools, or equipment owned by it or its employees, agents, subcontractors, sub-subcontractors, and suppliers, which loss or damage is sustained on the Jurisdiction's project property, or which occurs during work on the project, and the Contractor agrees to assume liability or responsibility for such claims and to procure insurance to cover its exposure in that regard.

1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS

- A. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to test or inspect materials, equipment, or manufactured assemblies and to accept or reject those and other elements of the work.

1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS (Continued)

- B. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to require the Contractor's preparation of shop drawings for review and to accept or reject same. If unanticipated and either unusual or complex construction procedures or site conditions occur, the Engineer may require the Contractor to submit such shop drawings as, in the judgment of the Engineer, are necessary to satisfactorily complete the proposed construction.
- C. Acceptance or approval by the Engineer as therein provided shall not operate to relieve the Contractor of its obligation (1) to perform the work as required by the contract documents in a workmanlike manner and according to the standards for construction applicable to the type of work covered by this contract generally observed by contractors in this locale and (2) to provide materials and equipment meeting the quality requirements as provided in the contract documents. The Jurisdiction assumes no responsibility for errors in shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.
- D. No such acceptance by the Jurisdiction shall constitute a waiver by the Jurisdiction of its right to subsequently reject defective work, materials, or equipment. Further, no such acceptance by the Jurisdiction or the Engineer shall be deemed a waiver by the Jurisdiction of its right to recover from the Contractor all losses, damages, outlay, or expense it incurs, which is attributable to such defective work, materials or equipment, or manufactured assemblies, nor shall such acceptance or approval be deemed a waiver of the Jurisdiction's right to indemnity from the Contractor for damage or injury to third parties occasioned by such defective work, materials, or equipment.

1.11 BUSINESS ORGANIZATION REQUIREMENTS

The bidder, or contractor, as a business organization shall comply with the following:

- A. A corporation, limited liability company, limited partnership, or other type of business organization governed under Iowa statutes must be registered with the Iowa Secretary of State, must use the name under which it is registered with the Iowa Secretary of State, must be authorized to do business in Iowa, and must be registered as a contractor with the Iowa Department of Labor.
- B. A partnership, sole proprietorship, company operating under a trade name, or other type of business organization not governed under Iowa statutes should be registered in the Office of the County Recorder where it is located or where the work is to be performed, must use the name under which it is registered, and must be registered as a contractor with the Iowa Department of Labor. Prior to entering into contract, the designated low bidder, if it is not required to be registered with the Iowa Secretary of State, shall provide to the Jurisdiction the name and address of its registered agent or lawful representative upon whom legal notices and processes may be served. The registered agent or lawful representative must be an Iowa resident, an Iowa profit or nonprofit corporation, or a foreign profit or nonprofit corporation qualified to do business in Iowa.
- C. A foreign business organization, organized under the laws of a state other than Iowa, shall file with the Engineer's documentation that it has complied with all the provisions of this section prior to entering into a contract.

1.11 BUSINESS ORGANIZATION REQUIREMENTS (Continued)

- D. If a bid is proposed to be submitted by two persons or entities as a joint venture, the names of the two persons or entities appearing on the documents must be followed by the notation – “a joint venture.” In that instance, the bid must also be signed by authorized agents of both entities, and the bid security must indicate that it “applies to and covers the proposal for construction of (Project Name) submitted by the (principal on bond) and (name of other company), submitted as a joint venture proposal.” A bid submitted by two persons or entities without any indication they are submitting it as a joint venture, without being signed by authorized representatives of both entities, and without bid security covering both entities as a joint venture, will be rejected.

1.12 CONSENT TO JURISDICTION OF IOWA DISTRICT COURT OR FEDERAL DISTRICT COURT IN IOWA

The Contractor agrees that any causes of action that accrue to it, or which by subrogation or assignment accrue to its sureties or insurers, arising out of or connected with this contract shall be brought in the Iowa District Court in and for the County where the Jurisdiction is located or in the United States District Court in and for the District where the Jurisdiction is located. Contractor further consents, on behalf of itself and its subrogees and assigns, to the jurisdiction of either the Iowa District Court in and for the County where the Jurisdiction is located or the United States District Court in and for the District where the Jurisdiction is located, as to any causes of action brought against it arising out of this contract or any work performed under it by Contractor or its subcontractors, and further agrees, on behalf of itself, its subrogees and assigns, to waive any and all objections to the jurisdiction of said court as to any such cause of action.

1.13 SEVERABILITY

It is the intent of the Jurisdiction and the Contractor that the lawful provisions of this contract shall be severable from any provisions of this contract that are hereafter declared to be illegal or void by a court of competent jurisdiction.

PART 2 - RESPONSIBILITIES TO THE PUBLIC**2.01 SANITATION**

The Contractor shall arrange for the necessary sanitary conveniences, properly secluded, for the workers on the project. These shall be maintained in a manner inoffensive to the public and in compliance with the local health regulations.

2.02 CONVENIENCE AND SAFETY

- A. Use of Streets:** The Contractor is granted the privilege of using Jurisdictional roads, streets, or highways, as shown on the plans, for the purpose of doing work specified in the contract, but is not granted exclusive use of such roads, streets, or highways.
- B. Protection of Workers and the Public:** The Contractor shall erect and maintain good and sufficient guards, barricades, and signals at or near the work according to the MUTCD and all applicable laws, regulations, and specifications. The Contractor shall, in all cases, maintain safe passageways at all road crossings, crosswalks, and street intersections and shall do all other things necessary to prevent an accident or loss of any kind.

After November 24, 2008, all personnel shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment in the right-of-way.

- C. Convenience and Access:** The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners abutting the work area. The Contractor shall also provide access to the abutting property to the greatest extent practicable.
- D. Worker Safety:** The Contractor shall comply with all current and future federal and state OSHA requirements. Nothing in this contract or any action by the Jurisdiction shall be interpreted or construed as a waiver of OSHA requirements. It is the Contractor's obligation to follow OSHA requirements and standards at all times.

E. Project Area or Work Site Safety:

1. In accordance with Section 1070, 1.06, until the work is accepted by the Jurisdiction, the work shall be in the custody of and under the charge, care, and control of the Contractor. The Contractor is also responsible for the project area or work site. The Contractor is solely responsible for the safety of everyone on its work site.
2. The Contractor should have a safety program; however, the Contractor need not submit a safety program to the Jurisdiction, and the Jurisdiction will not review or approve the Contractor's safety program. The Jurisdiction assumes that the Contractor will maintain a safe worksite; however, the Jurisdiction's staff will not intrude in the Contractor's responsibility for safety issues.
3. The Engineer may assign some or all of the duties and responsibilities of the Engineer to an authorized representative for a given project. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to assure that the quality of work conforms to these specifications and other provisions of the contract documents and that the contract will be completed as scheduled.

2.02 CONVENIENCE AND SAFETY (Continued)

4. The Engineer may appoint an authorized representative on the work site to monitor the materials used and the work done by the Contractor. The Engineer's authorized representative is not a safety inspector and is not responsible for monitoring, directing, or otherwise ensuring the safety of the Contractor, its subcontractors, its suppliers, or any others that may be on the work site.
5. Construction of the work included in the contract is by its nature dangerous work; and the Contractor is hereby notified that it is the Contractor's sole responsibility to provide as safe a working site as possible given the nature of the work. It is the Contractor's responsibility to notify and advise its employees, subcontractors, suppliers, and everyone on the worksite of the dangers associated with the work, and provide them with appropriate safety information to protect them from those dangers.

2.03 WORK AREA

- A. The Contractor shall confine its work to the Jurisdiction's premises, including construction easements and construction limit lines as shown in the contract documents and verified by the Engineer. The Contractor shall not enter upon or place materials on any private property for which the Jurisdiction has not obtained an easement for such use. The Contractor agrees to defend, indemnify, and hold the Jurisdiction harmless from all suits and actions of every kind and description resulting from the Contractor's use of private property. Before beginning construction, the Contractor shall check with the Engineer for any special instructions concerning easements.
- B. Temporary buildings, storage sheds, shops and office, etc., may be erected by the Contractor only with the prior approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Jurisdiction. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor, at its expense, after the completion of the work.

2.04 PROJECT AREA FOR THE WORK

- A. **Acquisition:** Existing and proposed additional right-of-way or easements shown on the plans and/or in the contract documents will provide, without cost to the Contractor, adequate space for the performance of the work. If the contract documents do not contain a notice to the Contractor of non-acquired additional right of way or easements, as shown on the plans, and the Contractor provides documentation acceptable to the Engineer, compensation will be allowed for loss or damage occasioned by delays in securing said right-of-way or easements; and, if the need to acquire such additional right-of-way or easements is the sole and only cause of the impossibility of completing the work within the specified time, the Jurisdiction may grant an extension of time if requested by the Contractor. Before beginning construction, the Contractor shall obtain from the Engineer a list of any easements or right-of-way not acquired and any special instructions pertaining to properties affected by the work.
- B. **Location:** Property lines, limits of easements, and limits of construction permits are indicated on the plans, and it shall be the Contractor's responsibility to confine its construction activities within those limits.
- C. **Use:** The Contractor shall confine its equipment, storage of materials, and operation of work to the limits indicated by laws, ordinances, permits, or direction of the Engineer and shall not unreasonably encumber the premises with its materials. The Contractor shall comply with the Engineer's instructions regarding signs and advertisements.
- D. **Encroachments:** Any damage resulting to persons or property from the Contractor's encroachment beyond the specified limits shall be the sole responsibility of the Contractor.

2.05 EXPLOSIVES

- A. Use:** The Contractor shall not blast any rock or other materials or allow the same to be done in prosecution of the work, unless it secures the Engineer's approval, proper insurance coverages, and a blasting permit when required.
- B. Safety:** The Contractor is solely responsible for all damage resulting from blasting operations performed by the Contractor or its agents. The Contractor shall use the utmost care to not endanger life or damage property; and whenever ordered by the Engineer, the number and size of the charges shall be reduced. Suitable coverages or mats shall be provided to confine all materials lifted by blasting within the limits of the excavation or trench. All explosives shall be stored in a secure manner and clearly marked according to all applicable laws and regulations.
- C. Regulations:** The Contractor shall abide by all existing Federal, State, and Local regulations regarding the use of explosives, including, but not limited to, Uniform Fire Code, Article 77, and National Fire Protection Association 495, Explosive Materials Code of the National Fire Codes.

2.06 TRAFFIC CONTROL**A. General:**

1. The Contractor shall maintain traffic and shall provide and maintain traffic control devices according to the contract documents. If there is no specific traffic control plan, then the Contractor's traffic control devices shall meet the requirements of and be placed according to the current edition of MUTCD.
2. During construction, areas to be maintained for traffic shall be kept clear of all hazardous materials, including but not limited to construction debris, dust, and mud.

B. Closing Streets to Traffic:

1. Upon the Engineer's approval, the Contractor may close streets or parts of streets to vehicular traffic as soon as the construction work is started; such streets or parts of streets shall remain closed as long as construction work or condition of the finished work requires. The Engineer will determine how many streets or parts of streets may be closed by the Contractor at one time, and may refuse to allow the closing of additional streets until some of the improvement is finished and opened to traffic.
2. The Contractor shall notify the Engineer 48 hours in advance (excluding weekends) of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the Engineer.
3. The Contractor shall not remove, relocate, or reset any permanent Jurisdictional traffic control devices unless authorized to do so by the Engineer or contract documents. If a sign must be removed or relocated for any phase of construction, the Contractor shall notify the Engineer of the necessity for removal. The Engineer shall arrange for the removal, relocation, or resetting of permanent traffic control devices by Jurisdictional personnel as needed to allow the work to proceed. If Jurisdictional personnel are not available, the authorized Jurisdictional representative may give authorization to the Contractor to remove, relocate, or reset the permanent traffic control devices.
4. In the event the Contractor removes or relocates a traffic control sign without prior notice to or authorization from the Engineer, the Contractor shall bear all responsibility and liability to any person sustaining bodily injury or property damage on account thereof.

2.07 PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES

- A. The Engineer has attempted to show on the plans all aboveground and underground facilities, including public and private utilities, which may be affected by the work. The location, depth, and size of each such facility shown on the plans is approximate only and is not guaranteed. Other underground facilities may exist and their location may not be presently known or identified. It is the Contractor's responsibility to determine the existence and exact location of all such facilities located within the construction area to avoid damage.
- B. Where existing facilities are shown in the contract documents or encountered within the construction area, it shall be the responsibility of the Contractor to notify the operators of those facilities prior to beginning any construction activities. The Contractor shall allow access to those facilities for necessary modification of services. The Contractor shall support, sustain, and protect existing pipes, conduits, poles, wires, and other apparatus located under, over, along, across, or adjacent to the work site. If such utilities are damaged through Contractor's negligence, they will be repaired by the agencies having control of same, but the cost of such repairs shall be paid by the Contractor.
- C. The Contractor shall, prior to commencing any excavation or other operation that may affect underground facilities, notify the "Iowa One Call" underground facility locate system, established pursuant to Iowa Code Chapter 480. The Contractor shall, if requested by the operator of an underground facility, assist in the location of its facilities; provided, however, the Jurisdiction shall not be responsible to the Contractor or to any operator of an underground facility for the cost of locating such facility, or for any damage to such facility that occurs in attempting to locate it, or for any damage to the facility occasioned by the Contractor's performance of work under the contract.
- D. Claims for additional compensation will not be allowed to the Contractor for any interference, delay, or additional work occasioned by the location or adjustment of aboveground or underground facilities, or connections thereto.

2.08 PROTECTION OF PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Jurisdiction's property and adjacent private property from injury or loss arising in connection with the work. The Contractor shall repair or restore any such damage, injury, or loss to Jurisdiction property or adjacent private property.
- B. Protect existing facilities, trees, and shrubs to remain in place. Any damage to existing trees or shrubs, branches, and root systems to remain and to be protected shall be repaired and/or pruned by an experienced tree surgeon or arborist. Do not disturb soil within 10 feet of the drip line of trees without notifying the Engineer. The Contractor shall mark the 10 foot limit from the drip line.
- C. The Contractor shall continuously maintain its work area by undertaking mowing, weed control, and solid waste management in a manner matching the maintenance level of the area properties. Failure to do so within three working days after direction from the Engineer may cause the Jurisdiction to do the work and the cost thereof deducted from the Contractor's next payment.

2.09 LAND MONUMENTS

- A. The Contractor will be required to preserve all center stones, land monuments, or other property marks the Contractor may find in prosecuting the work. The Contractor shall notify the Engineer of the finding of any land monuments and shall not remove or disturb same until permission is given to do so, at which time the Contractor shall properly remove said landmarks under the direction of the Engineer.
- B. For every land monument lost or destroyed by the Contractor, the Contractor may be charged, and such amount shall be deducted from any monies due or may become due to the Contractor under the contract.

2.10 DUST CONTROL

During construction operations, the Contractor shall be responsible for the control of dust to a degree compatible with the area in which the construction is being performed and with existing environmental regulations. In the event the Contractor does not control dust as specified, the Jurisdiction reserves the right to order dust control to be performed by other forces and withhold the cost thereof from any monies due or may become due to the Contractor under the contract.

2.11 ENVIRONMENTAL AND HISTORIC ITEMS

If contaminated soils, historical artifacts, or other environmental or historic items are encountered, stop work and notify the Engineer.

2.12 RAILROAD CROSSINGS

The authority for performing work beneath, at grade, or over railroad tracks will have been previously secured by the Jurisdiction. It shall be the Contractor's responsibility to contact the railroad company officials prior to beginning the work on railroad property or easements. The Contractor shall perform the work without damage to the facilities and property of the railroad or its lessees, and in strict observance of requirements for the safety of the railroad property and operations. All such work will be subject to the inspection of the railroad's representative. The Contractor shall protect, indemnify, and hold the Jurisdiction harmless from any and all damages resulting from its operations on railroad property or easements or in the construction of railroad crossings according to Section 1070, Part 3 - Bonds and Insurance.

2.13 BORROW AND WASTE SITES

- A. Unless borrow or waste sites are designated on the plans or specified in the special provisions, the Contractor shall secure and operate such sites at its own expense.
- B. In all cases, borrow and waste sites shall be operated in such a manner as to meet Federal, State, and local safety, environmental, and health requirements. Site operations, or the result of such operation, that create a definite nuisance or result in damage to public or private property will not be permitted. In all cases, sites shall be approved by the Engineer before use.

2.14 MAINTAINING POSTAL SERVICE

- A. It shall be the Contractor's responsibility to contact the U.S. Postal Service to ascertain its requirements for the maintenance of postal service to residents or businesses in the vicinity of the work site according to the instructions of the Postal Service. The Contractor shall be responsible for mailboxes at temporary locations designated by the Postal Service, and at the completion of the work, the Contractor shall replace all mailboxes in locations and conditions satisfactory to the Postal Service.
- B. Not less than 24 hours prior to removing any mailbox, the Contractor shall notify each affected resident or business addressee in writing advising them of the move and the location of their temporary mailbox during construction.
- C. For each residential or business address affected by the work, the Contractor shall place a temporary mailbox at a location approved by the Postal Service. Temporary mailboxes shall be in place so postal service is maintained at all times. Any permanent mailbox that must be removed shall be stored on the property from which it is removed and at a sufficient distance from the work area to ensure it will not be damaged by construction activities.

2.15 FINISHING AND CLEANUP REQUIREMENTS

From time to time, as may be ordered by the Engineer, and immediately after completion of the improvement, the Contractor shall, at its expense, cleanup and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within three working days after such request by the Engineer, the work may be done by the Jurisdiction and the cost thereof charged to the Contractor and deducted from its final payment. Upon completion of the work, the Contractor shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning necessary to complete the work in a workmanlike manner satisfactory to the Engineer.

PART 3 - BONDS AND INSURANCE**3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

- A. The lowest responsive, responsible bidder shall be required to file, before the contract is awarded, a surety bond for performance, payment, and/or maintenance on a form provided by the Jurisdiction and in penal sum equal to the total bid amount. Said bond shall be executed by a corporation authorized to contract as a surety in the state of Iowa. Said bond shall be filed in the specified number of copies as a part of the executed contract documents for the Jurisdiction's approval and award.
- B. Said bond shall provide that the Contractor shall well and satisfactorily perform and execute the work in all respects, according to the contract documents therefore, and according to the time and conditions of the contract documents, and also that the Contractor shall pay all debts incurred by it in the prosecution of such work, including those for labor and materials furnished. Said bond may also provide for the maintenance of the improvement for the number of years stipulated in the contract documents, and shall remain in full force for the entire maintenance period. Said bond shall in all cases comply with the laws of the State of Iowa and shall be subject to the approval of the Jurisdiction.
- C. Within the time period specified in the maintenance portion of the bond, the Contractor shall, as and when ordered by the Engineer, repair, replace, or rebuild such portions of the work found to be faulty because of materials or workmanship. After being notified of the need for repairs, the Contractor shall submit, within seven calendar days, a written report stating its intentions and schedule for completing the repairs for approval by the Engineer. If the Contractor fails to submit such written report or to make the repairs as approved by the Engineer, the Jurisdiction shall have the right to make such repairs and to collect from the Contractor or its surety all outlay and expense the Jurisdiction incurs in making the repair, and in attempting to enforce the terms of the contract and the bond against the Contractor and its surety.

3.02 INSURANCE REQUIREMENTS

- A. The Contractor shall purchase and maintain insurance to protect the Contractor and the Jurisdiction against all hazards herein enumerated throughout the duration of the contract. Said insurance shall be provided by an insurance company or companies, "admitted" or "non-admitted" to do business in the State of Iowa, having an A.M. Best rating of no less than "B+."
- B. "Insurance," "insurance policy," or "insurance contract" when used in these specifications shall have the same meaning as "insurance policy" and "insurance contract" under Iowa Code Section 507B.2. All insurance required by this section shall provide coverage on an occurrence basis, not on a claims-made basis, and the person or other entity shall provide evidence of such coverage through an "insurance policy," "contract of insurance," or "certificate of insurance" that clearly discloses on its face coverage on an occurrence basis. Insurance coverage required for hazardous materials abatement including removal of lead, asbestos, PCB's, or the like may be provided on a claims-made basis when it is demonstrated to the satisfaction of the Jurisdiction that occurrence coverage is not reasonably available.
- C. Except for workers compensation insurance, the Contractor shall purchase and maintain such insurance as will protect the Contractor and the Jurisdiction as set forth below, which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them. In addition, the Contractor shall purchase and maintain workers compensation insurance to cover its employees.

3.02 INSURANCE REQUIREMENTS (Continued)

1. Workers Compensation: A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages.
 - a. Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
 - b. Employers Liability insurance with the following limits:

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$500,000 policy limit

2. Commercial General Liability Insurance: No less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or its equivalent) with all standard exclusions with minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property that occur on the premises under contract or arise out of the operations in performance of the contract. Any additional exclusions shall be identified on the Certificate of Insurance and shall be subject to the review and approval of the Jurisdiction.

General Aggregate Limit	\$2,000,000
Products' Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the Designated Construction Project(s) General Aggregate Limit Endorsement (ISO CG 2503 or its equivalent).
- b. Personal and advertising injury.
- c. Operations by independent contractors.
- d. Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).
- e. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
- f. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
- g. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
- h. Products and completed operations shall be maintained for the duration of the work; and shall be further maintained for a minimum period of time after final acceptance and payment if required in the Special Provisions.
- i. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
- j. In lieu of including the Jurisdiction as an additional insured on the Contractor's Commercial General Liability Insurance, the Jurisdiction, at its option, may require the Contractor to provide an Owner's Protective Liability Policy by Special Provision, or may allow the Contractor to provide an Owner's Protective Liability Policy by Change Order. If an Owner's Protective Liability Policy is provided, the minimum coverage, limits, and exclusions shall be as shown above; and the Contractor's premium cost of obtaining such insurance shall be considered incidental to the work and shall not be subject to reimbursement by the Jurisdiction.

3.02 INSURANCE REQUIREMENTS (Continued)

3. Automobile Liability Insurance: Covers all owned, non-owned, hired, and leased vehicles with a minimum combined single limit of \$1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property that arise out of operations in performance of the contract. The insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted. The policy shall provide Auto Cargo Pollution Endorsement (ISO CA 99 48 or its equivalent), if required in the special provisions.
4. Railroad Protective Liability: If required by the Jurisdiction by special provision, or by an affected railroad, the Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said policy shall be furnished to the railroad and a certified copy of said policy shall be furnished to the Jurisdiction prior to any construction or entry upon the railroad easement premises by the Contractor.
5. Umbrella/Excess Insurance: At the Contractor's option, the limits specified in Section 1070, 3.02, C, 1, 2, 3 may be satisfied with a combination of primary and Umbrella/Excess Insurance. At the Jurisdiction's option, the minimum insurance limits specified above may be increased by special provision. This increase may be satisfied with a combination of primary and Umbrella/Excess Insurance.
6. Additional Insured Endorsements: Except for Workers Compensation, the insurance specified shall:
 - a. Include the Jurisdiction as an additional insured, per Section 1070, 3.06, B; and
 - b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction.
7. Reference to ISO: Wherever the term "ISO" appears in these specifications, any subsequent equivalent ISO form or non-ISO equivalent form may be used.

3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE

- A. To the extent covered by the standard insurance forms listed in Section 1070, 3.02, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided any such claim, damage, loss, or expense:
 1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and

3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE (Continued)

2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this subsection.

- C. In any and all claims against the Jurisdiction or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:
 1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or
 2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

provided the preparation or the giving or failure to give directions or instructions is the sole proximate cause of the injury or damage.

- E. If any litigation on account of such claims shall be commenced against the Jurisdiction, the Contractor, upon notice thereof from the Jurisdiction, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Jurisdiction on account of such claims for damages shall be conclusive as against said Contractor and entitle the Jurisdiction to recover the full amount thereof, with interest and cost, and attorney's fees incurred by said Jurisdiction, whether the Jurisdiction paid such amounts or not.

3.04 CONTRACTOR'S INSURANCE FOR OTHER LOSSES; WAIVER OF SUBROGATION

- A. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics; or any tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them; or to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges belonging to the contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, not covered by the Jurisdiction's Builders Risk Insurance.
- B. Contractor shall cause each of its subcontractors, consultants, suppliers, third parties, or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles, and equipment. All insurance carried by the Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverages, any uninsured loss shall be the sole responsibility of the Contractor.

3.05 PROPERTY INSURANCE

- A. When stated in the special provisions, the Jurisdiction shall purchase and maintain property insurance, a.k.a. Builder's Risk Insurance, in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. This property insurance covering the work will have a deductible of \$5,000 for each occurrence, or as stated in the special provisions, which will be the responsibility of the Contractor.
- B. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Jurisdiction's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the contract documents.
- C. Unless otherwise provided in the contract documents, this property insurance shall cover portions of the work stored off the site, after written approval of the Jurisdiction, at the value established in the approval, and portions of the work in transit. Coverage for work stored off the site and in transit will be not less than 10% of the policy amount.
- D. Boiler and Machinery Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain Boiler and Machinery Insurance required by the contract documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Jurisdiction; this insurance shall include interest of the Jurisdiction, Contractor, subcontractors, and sub-subcontractors in the work, and the Jurisdiction and Contractor shall be named insureds.
- E. Loss of Use Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain insurance to insure the Jurisdiction against loss of use of the Jurisdiction's property due to fire or other hazards, however caused. In the event the Jurisdiction purchases such insurance, the Jurisdiction shall waive all rights of action against the Contractor for loss of use of the Jurisdiction's property, including consequential losses due to fire or other hazards, however caused.
- F. If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Jurisdiction shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate change order.
- G. If during the project construction period, the Jurisdiction insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the project or if after final acceptance, property insurance is to be provided on the completed project through a policy or policies other than those insuring the project during the construction period, the Jurisdiction shall waive all rights according to the terms of Section 1070, 3.05, I, for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

3.05 PROPERTY INSURANCE (Continued)

- H. Before an exposure to loss may occur, the Jurisdiction shall file with the Contractor a copy of each policy that includes insurance coverages required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions, and endorsements related to this project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 calendar days prior written notice has been given to the Contractor.
- I. Waivers of Subrogation: The Jurisdiction and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Jurisdiction's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Jurisdiction as fiduciary. The Jurisdiction or Contractor, as appropriate, shall require of the Jurisdiction's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- J. A loss insured under the Jurisdiction's property insurance shall be adjusted by the Jurisdiction as fiduciary and made payable to the Jurisdiction as fiduciary for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause and of Section 1070, 3.05, K. The Contractor shall pay subcontractors their shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in a similar manner.
- K. The Jurisdiction as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five calendar days after occurrence of loss to the Jurisdiction's exercise of this power; if such objection be made, arbitrators shall be chosen according to [Section 1040, 1.10, D](#), provided one arbitrator shall be appointed by the Jurisdiction, one by the party in interest making objection, and the third to be appointed by the two arbitrators thus chosen. Arbitration shall thereafter proceed as provided in [Section 1040, 1.10, E through G](#). The Jurisdiction as fiduciary shall, in that case, make settlement with insurers according to the direction of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
- L. Partial occupancy or use of the work shall not commence until the insurance company or companies provided property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Jurisdiction and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.
- M. Installation Floater: Under contracts where the Jurisdiction does not provide Builders Risk Insurance, the Jurisdiction may by special provision require the Contractor to provide coverage under an "Installation Floater" covering all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an "all risk" form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off-premises at any temporary storage location, or in transit. The Installation Floater covering the equipment shall have a maximum deductible no greater than \$5,000 for each occurrence, which will be the responsibility of the Contractor.

3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT

- A. All liability insurance policies the Contractor is required to provide pursuant to this Section 1070, Part 3 - Bonds and Insurance shall be by endorsement name and designate the Jurisdiction as an additional insured.

- B. The Additional Insured Endorsement shall include the following provisions:

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the Contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage by primary, contributing, or excess.

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

- C. The Cancellation and Material Change Endorsement shall include the following provisions:

Thirty calendar days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and 10 calendar days written Notice of Non-payment of Premium, shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

This Cancellation and Material Change Endorsement shall be included on insurance policies required by the SUDAS Standard Specifications.

- D. All liability policies that include the Jurisdiction as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT (Continued)

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agree the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Government Immunities Endorsement shall be included on all insurance policies that include the Jurisdiction as Additional Insured.

- E. All liability policies purchased in the Jurisdiction's name shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:
 1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
 4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.
 5. No Other Change in Policy: The insurance carrier and the Jurisdiction agrees that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This Government Immunities Endorsement shall be included in all Insurance Policies in the Jurisdiction's name.

3.07 PROOF OF INSURANCE

- A. The Contractor shall, prior to the Jurisdiction's approval and execution of the Contract, provide to the Jurisdiction a certificate or certificates of insurance evidencing all required insurance coverages as required in this Section 1070, Part 3 – Bonds and Insurance, utilizing the ACORD certificate form, or equivalent, required by the Jurisdiction. The Certificate of Insurance requirement may be satisfied with a blanket certificate.
- B. The Description of Operations on the Certificate of Insurance for the work must state either:
 - 1) Blanket certificate of coverage of all work, services, or projects with the Jurisdiction, or 2) Identify the specific project by name and project number. The Contract will not be submitted for approval execution by the Jurisdiction until all certificates of insurance are correct and have received staff approval.
- C. The Cancellation statement on the Certificate of Insurance shall be superseded by the Cancellation and Material Changes Endorsement, which shall be attached to the certificate.

3.07 PROOF OF INSURANCE (Continued)

- D. All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name.
- E. If an Owner's Protective Policy is provided, the policy with appropriate endorsements shall be submitted to the Jurisdiction. The Contract will not be submitted for approval and execution by the Jurisdiction until the Owner's Protective Policy and all certificates of insurance are correct and have received staff approval.

3.08 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE

- A. Upon the occurrence of any event, the liability for which is herein assumed by the Contractor, the Contractor agrees to forthwith notify the Jurisdiction in writing of such happening, which notice shall give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.
- B. In the event the Jurisdiction has or obtains actual knowledge of any event that may result in a claim, the liability for which is herein assumed by the Contractor, the Jurisdiction agrees to notify the Contractor of such event within a reasonable period of time after acquiring knowledge thereof; provided however, the Jurisdiction shall have no duty to inspect the project to obtain knowledge of such events; and provided further the Jurisdiction's failure to so notify the Contractor shall not relieve the Contractor of any liability or obligation herein assumed by the Contractor.

3.09 SAMPLE INSURANCE FORMS

See the SUDAS website (www.iowasudas.org) for examples of standard insurance forms.

END OF SECTION

PROSECUTION AND PROGRESS**1.01 SUBLETTING OR ASSIGNMENT OF CONTRACT****A. Work by Contractor:**

1. The Contractor shall perform, with its own organization and forces, work amounting to no less than 30% of the total contract cost, except any items designated in the contract documents as "specialty items" may be performed by subcontract, and the cost of any such "specialty items" may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization. Any items that have been selected as "specialty items" for the contract will be listed as such in the contract documents.
2. In order to meet this 30% requirement, the Contractor shall not purchase any materials for a subcontracted item, nor shall it place other contractor's employees on its payroll.
3. The Contractor shall not assign this Contract to another person, firm, or corporation without the prior consent of the Jurisdiction. The Jurisdiction may refuse to approve a proposed assignment of contract if such assignment would not be in the best interests of the Jurisdiction, or if such assignment would be contrary to law or public policy. An assignment of contract and all subcontracts shall be in writing.

B. Permission to Sublet:

1. The Contractor shall not sublet, assign, or otherwise dispose of any portion of the contract, except for the furnishing and transportation of materials, without a written "permission to sublet" order duly approved by the Jurisdiction.
2. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and shall provide the name, address, telephone number, and representative of the organization that will perform the work, a description of the work to be sublet, and the associated cost. When requested by the Engineer, the Contractor shall provide a written report showing the organization that will perform the work is particularly experienced and equipped for such work.
3. Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract or in any way create any contractual relationship between the subcontractor and the Jurisdiction.

C. Subcontracts:

1. Upon request of the Engineer, the Contractor shall submit a copy of each subcontract agreement within 10 calendar days.
2. The Contractor shall be responsible to include all conditions and requirements of the contract documents in all its subcontracts and enforce said requirements with its subcontractors.

1.02 CONTRACT TIME

A. When a completion date is specified in the contract documents, the contract time shall be the time from the starting date stated in the Notice to Proceed to the date specified for completion as shown in the contract, both dates inclusive. When working days or calendar days are specified in the contract documents, the contract time shall be the time as calculated with the number of working days or calendar days as specified in the contract and the starting date in the Notice to Proceed. The contract time may be extended by the Jurisdiction as provided in these specifications, in which event the contract time includes the new extension of time. The Contractor acknowledges that if it fails to complete the contract in said time, liquidated damages will be assessed against it as specified in [Section 1080, 1.12 - Liquidated Damages](#).

1. Completion Date Contracts: The Contractor shall complete the contract on or before the completion date. Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, specifications permitting and issuance of the Notice to Proceed. [Section 1080, 1.06](#) will not apply. Liquidated damages will be assessed according to [Section 1080, 1.12](#) for each calendar day beyond the completion date that the contract remains uncompleted.
2. Calendar Day Contracts: The Contractor shall complete the contract within the number of consecutive calendar days specified. The calendar day count will commence on the date specified by the Notice to Proceed. [Section 1080, 1.06](#) will not apply. Liquidated damages will be assessed according to [Section 1080, 1.12](#) for each calendar day beyond the specified number of calendar days that the contract remains uncompleted.
3. Working Day Contracts: The three types of start dates are as follows:
 - a. Specified Start Date: Working days will be charged to the Contractor starting on the specified start date, the date noted in the Notice to Proceed, or 14 calendar days after execution of the contract, whichever is later. Starting work prior to the specified start date will be considered upon request, and working days will be charged when work starts.
 - b. Approximate Start Date: It is expected the site will be available by the approximate start date. If it appears the site will not be available by the approximate start date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract, after receipt of the Notice to Proceed, and on or after the approximate start date provided the site has become available. If work is started under these conditions, working days will be charged. Starting work before the approximate start date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.
 - c. Late Start Date: Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, receipt of the Notice to Proceed, and weather and specifications permitting. Working days will begin to be charged whenever the Contractor starts work. Charging of working days will begin on the late start date if the Contractor has not started work prior to this date.

If the Contractor wishes to start preliminary work prior to the late start date and move out intending to return at a later date to complete the project, the Contractor shall request approval from the Engineer for temporary suspension of work according to [Section 1080, 1.08](#). Approval of suspension of work in this circumstance will be based on if the project area is in a condition that is at least as safe as it was before the start of the work. The Engineer will submit in writing to the Contractor approval for suspension of work and a computed revised late start date. The revised late start date will be computed by adding the working days used for the preliminary work to the late start date listed on the proposal form. The charging of the remainder of the working days will resume on the revised late start date or when the Contractor recommences work if prior to the revised late start date.

1.02 CONTRACT TIME (Continued)

- B. Intermediate contract periods may be designated for completion of a specific item or certain portions of the contract. The contract period and the liquidated damages, if any, for each portion will be listed in the contract documents.

1.03 WORK PROGRESS AND SCHEDULE

- A. The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.
- B. After being awarded the contract, and if requested by the Engineer, the Contractor shall immediately prepare and submit to the Engineer for approval a progress schedule that will ensure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon Notice to Proceed by the Engineer and to prosecute the work to completion according to schedule and within the time specified.
- C. If it appears the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, the Jurisdiction will have the right to declare the contract in default.

1.04 PRECONSTRUCTION CONFERENCE

The Engineer may schedule and conduct a preconstruction conference. The Contractor and the intended subcontractors, if known, shall participate in this conference. The Engineer will invite representatives of railroads and utilities and others having responsibilities or interest in the work.

1.05 NOTICE TO PROCEED

- A. The return of the signed and executed contract to the Contractor shall serve as notice the contract bond is acceptable, the contract is in force, and the Contractor may complete arrangements for materials and other work according to the contract documents.
- B. The Contractor shall begin work as specified in the Notice to Proceed issued by the Engineer and shall prosecute the work vigorously and continuously to completion, except when it is physically impossible to do so due to weather conditions or other unavoidable handicaps. The necessity of discontinuing and resuming work on any portion of the contract shall be determined by the Engineer.
- C. The Jurisdiction may, if provided for in the contract documents, give a limited Notice to Proceed as to any portion of the work under the contract.

1.06 WEEKLY RECORD OF WORKING DAYS

- A. On contracts with completion provisions based upon working days, the Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contractor for the preceding week, the number of working days specified for completion of the project, the number of working days remaining to complete the contract, and the revised date for completion.

1.06 WEEKLY RECORD OF WORKING DAYS (Continued)**B. Working days will be charged under the following circumstances:**

1. **Prior to Commencement of Work:** Beginning on the date designated in the Notice to Proceed, or beginning on the specified starting date or as soon thereafter as provided in the specifications, a working day will be charged for every calendar day other than Saturday, Sunday, or a recognized legal holiday. Working days will be charged for Saturdays if a mandatory six-day work week is specified in the contract documents.
2. **After Commencement of Work:** One full working day will be charged for any weekday, exclusive of Saturdays, Sundays, or a recognized legal holiday, when weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work as determined by the Engineer. If such conditions allow operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, one-half working day will be charged.

Working days will not be charged for Saturdays (unless a mandatory six-day work week is specified in the contract documents), Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Sundays and recognized legal holidays the contractor does work.

As an incentive to the Contractor to expedite the work, working days will not be charged for Saturdays that the Contractor does work, unless a mandatory six-day work week is specified in the contract documents.

Upon written notice to the Contractor, the Engineer may suspend charging of working days on substantially completed contracts for up to 30 calendar days when only cleanup of the project site or minor work items remain. If the designated time has expired and the remaining work items and site cleanup remain uncompleted, the Engineer may restart charging of working days effective at the end of the designated period by providing written notice to the Contractor.

- C. Any objection by the Contractor to such weekly determinations shall be deemed waived and shall not thereafter be made the basis of any claim, unless the Contractor shall, within seven calendar days after receipt of a weekly statement, file with the Engineer its written protest setting forth its objections and reasons. If the Contractor's objection to the working day count is made on the grounds it was unable to work due to causes beyond its control, the Contractor shall state its reasons in writing, furnish proof to establish its claim, and state the approximate number of calendar days it estimates it was delayed. The Engineer shall then determine the appropriate number of working days to be charged under the contract.

1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS

- A. Except when an accelerated work schedule is required in the contract documents, no work requiring inspection will be allowed on Sundays or holidays observed by the Jurisdiction except with permission of the Engineer. The Contractor should request a determination of the holidays observed by the Jurisdiction.
- B. Such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, will be permitted on Sundays or holidays without specific permission of the Engineer.

1.08 TEMPORARY SUSPENSION OF WORKING DAYS

When, in the judgment of the Engineer, unfavorable weather makes it impractical to secure acceptable results or other conditions warrant an order to suspend working days, the Engineer shall issue to the Contractor a written order to suspend working days wholly or on any part of the contract. When conditions are again favorable for prosecution of the working days, the Engineer shall issue to the Contractor a written order to resume the suspended working days. Orders to suspend working days will not be written for short intermittent shutdowns due to weather conditions. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time of suspended operations.

1.09 EXTENSION OF TIME

- A. Allowances for Delays:** The Contractor expressly covenants and agrees that in undertaking to complete the work within the contract time, it has taken into consideration and made allowance for all delays and hindrances that would ordinarily be anticipated in performing such work.
- B. Request for Extension of Time:** Whenever the Contractor becomes aware of its inability to complete the work under the contract within the contract period, it shall request an extension in writing. Such request shall be submitted to the Engineer at least two weeks prior to the expiration of the contract time to allow for the Jurisdiction's action before termination. The submission or acceptance of a request for extension of time shall not guarantee such extension will be granted. The following items may be justification for extension of time:
- 1. Weather:** Extension of time due to adverse weather conditions at the site, so unusual or severe as not to be reasonably anticipated, as determined by the Engineer, may be requested. An average or usual number of inclement working days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
 - 2. Other Contractors:** An extension of time may be requested for delays caused by the noncompletion of essential work of other contractors, provided such noncompletion is the sole and only cause of delay, and where the Contractor has available on the site of the work all equipment, material, and labor necessary to proceed with the work.
 - 3. Change Orders:** An extension of time may be requested for delays caused by the issuance of a change order, where the work occasioned by the change order is the sole and only cause of the impossibility to complete the work within the specified time.
 - 4. Work Stoppage:** An extension of time may be requested for delays caused by a general work stoppage in the area or a work stoppage affecting this project that is beyond the control of the Contractor, or where the Contractor has taken in good faith all steps made available to it by law to resolve the causes thereof and to terminate such work stoppage.
 - 5. Acts by U.S. Government:** An extension of time may be requested for delays caused by any act taken by the United States government that would affect fabrication or delivery of materials or equipment to the work site.
 - 6. Court Proceedings:** An extension of time may be requested for delays caused by any court proceedings.
 - 7. Other Delays:** An extension of time may be requested for other delays encountered by the Contractor beyond its control and impossible for the Contractor to complete the contract within the specified time.

1.09 EXTENSION OF TIME (Continued)

- C. Claims for Damages:** The Contractor shall have no claim for damages for any extensions or delays provided or mentioned in the preceding portions of this section; but the Contractor shall, in such cases, be allowed to petition for such extension of time as the Jurisdiction may grant in writing on account of such delay, provided, however, the claim for such extension of time is made by the Contractor in writing to the Jurisdiction immediately after any such delay occurs.
- D. Extension of Time Granted:** No extension of time shall be granted or recognized except as specifically approved by the Jurisdiction in writing to the Contractor. Oral representations or agreements by Jurisdiction agents or employees regarding time extension shall not be binding on the Jurisdiction.

1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT**A. Superintendent:**

1. All work under the contract shall be performed under the continuous supervision of competent personnel, thoroughly experienced in the class of work specified.
2. Prior to beginning work, the Contractor shall give the Engineer, in writing, the name of the Contractor's official representative or superintendent for the project. The superintendent shall be capable of providing adequate supervision of the project and shall be responsible for receiving instructions, notices, and written orders from the Engineer. A change of the superintendent shall be reported to the Engineer in writing. Failure to provide adequate supervision of the project shall be grounds for the Engineer to require a change in supervision before allowing the work to proceed. The superintendent shall be responsible for reporting to the Engineer any inconsistencies, omissions, or lack of definite detail in the plans, special provisions, or contract documents that may be discovered.
3. The lack of proper supervision by the Contractor or by its supervisory personnel shall be just cause for termination of the contract.

B. Workers:

1. The Contractor shall employ competent and efficient workers for every kind of work. The Jurisdiction reserves the right to direct the suspension or discharge from the work any worker, employee, agent, overseer, foreman, or superintendent in the employ of the Contractor, who, in the opinion of the Engineer, shall be incompetent, negligent, unfaithful, insubordinate, or disorderly, and any such person shall immediately be suspended or discharged by the Contractor whenever so directed by the Engineer.
2. The Contractor shall not employ or hire any of the employees of the Jurisdiction without permission of the Engineer.

C. Methods and Equipment:

1. The methods and equipment used by the Contractor shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such, and its use so regulated, that no serious or irreparable damage to the roadway, adjacent property, or other streets or highways will result from its use. If damage does occur to the street or highway, suitable repairs shall be made at the Contractor's expense.

1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT (Continued)

2. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract documents, the Contractor is free to use any methods or equipment that will accomplish the contract work in conformity with the requirements of the contract documents, as demonstrated to the satisfaction of the Engineer.
3. When the contract documents specify that the construction be performed by use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer.
4. If the Contractor desires to use a method or type of equipment other than specified in the contract documents, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor shall be fully responsible for producing construction work in conformity with contract requirements.
5. If after trial use of the substituted methods or equipment, the Engineer determines the work produced does not meet the requirements of the contract documents, the Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the defective work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved, or in contract time, as a result of authorizing a change in methods or equipment under these provisions.

1.11 CONTRACTOR'S EQUIPMENT IDENTIFICATION

All vehicles and major construction equipment utilized on Jurisdiction's projects, with the exception of vehicles used for personal purposes and rented equipment bearing the name, address, and telephone number of the rental company, shall exhibit the Contractor's name in at least two locations on each piece of equipment. This identification can be either a decal or painted lettering of a type and size, and with a contrasting color, rendering it legible from a distance of no less than 50 feet.

1.12 LIQUIDATED DAMAGES

- A. Time is of the essence of the contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the Jurisdiction such as engineering, administration, and inspection, it is important the work be prosecuted vigorously to completion. Should the Contractor, or in case of default the surety, fail to complete the work within the contract time plus such extensions of time as may be allowed by the Jurisdiction, a deduction at the liquidated damages rate specified in the contract will be made for each and every calendar day or working day, whichever is specified, that such contract remains uncompleted after expiration of the contract time. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and shall be required to pay to the Jurisdiction the liquidated damages stipulated in the proposal form.
- B. The liquidated damages rate specified in the contract documents is hereby agreed upon as the true and actual damages due the Jurisdiction for loss to the Jurisdiction and to the public due to obstruction of traffic, interference with business, and/or increased costs to the Jurisdiction such as engineering, administration, and inspection after the expiration of the contract time, or extension thereof. Such liquidated damages may be deducted from any money due or to become due the Contractor under the contract, and the Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor.

1.12 LIQUIDATED DAMAGES (Continued)

- C. Allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the contract time or extension thereof shall in no way operate as a waiver on the part of the Jurisdiction of any of its rights or remedies under the contract, including its right to liquidated damages pursuant to this provision.

1.13 BREACH OF CONTRACT

- A. The Contractor's failure to perform in any of the following particulars shall constitute a breach of contract:
1. Failure by the Contractor to begin work at the time specified;
 2. Failure by the Contractor to complete the work within the contract period or any extension thereof;
 3. Failure or refusal by the Contractor to comply with an order of the Engineer within a reasonable time;
 4. Contractor's persistent disregard of laws, ordinances, or instructions of the Engineer;
 5. Contractor's repeated failure to provide sufficient workers, equipment, or materials to ensure the proper and timely completion of the work;
 6. Failure or refusal by the Contractor to remove rejected materials;
 7. Failure or refusal by the Contractor to replace, perform anew, or correct any defective or unacceptable work;
 8. Contractor's discontinuance of the work without authorization by the Jurisdiction;
 9. Bankruptcy or insolvency of the Contractor, or the making of an assignment for the benefit of creditors by the Contractor; or
 10. Failure by the Contractor to carry on the work in an acceptable manner.

Upon Contractor's breach of the contract in any particular above, the Jurisdiction shall be entitled to give notice of default to the Contractor. The notice of default shall indicate how the contract has been breached and shall indicate what action the Contractor must take to cure such breach.

- B. If the Contractor or its surety does not, within the time for cure provided in the notice of default, take action to cure such breach, the Contractor shall, at the direction of the Engineer, relinquish possession and control of the work, and the Jurisdiction shall thereupon have full power and authority, without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment at the site that may be suitable and acceptable, to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as in the Jurisdiction's opinion may be required for the completion of said contract in an acceptable manner.

1.13 BREACH OF CONTRACT (Continued)

- C. The Contractor and its surety shall be liable for all outlay and expense incurred by the Jurisdiction, together with the costs of completing the work, and such costs may be deducted from any monies due or which may become due to the Contractor. In case the outlay and expense incurred by the Jurisdiction in completing the work is less than the sum that would have been payable under the contract if it had been completed by the Contractor, then the Contractor will be entitled to receive the difference. In case such outlay and expense exceeds the sum that would have been payable under the contract, then the Contractor and its surety shall be liable for and shall pay to the Jurisdiction the amount of said excess.
- D. Neither the Jurisdiction, nor any officer, agent, or employee thereof, shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of said work, or any portion thereof, may be accomplished, or for the price paid therefore. Neither by taking over the work nor by declaring the contract in default shall the Jurisdiction forfeit the right to recover damages from the Contractor or the Contractor's surety for failure to complete the entire contract.
- E. The Contractor shall be liable for the Jurisdiction's attorney fees incurred as a result of the Contractor's breach of contract.

1.14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The contract will be considered completed when the work has been accepted in writing by the Jurisdiction as provided in [Section 1090, 1.08 - Acceptance and Final Payment](#) hereof. Such final acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements as set forth in the bond and Jurisdiction's specifications regarding insurance.

END OF SECTION

MEASUREMENT AND PAYMENT**1.01 MEASUREMENT**

The determination of quantities of work performed under the contract will be made by the Engineer, based upon the lines and grades as shown on the plans and as given during the progress of the work or as evidenced by approved tickets for weight or liquid measure or by measurements made by the Engineer. All items will be computed in the units shown in the contract.

1.02 SCOPE OF PAYMENT

- A. The Contractor shall receive and accept the compensation provided in the contract at unit prices, if it be a unit price contract; or at the lump sum price, if it be a lump sum price contract, except as may be modified by change orders. The compensation provided for in the contract shall constitute full payment for furnishing all labor, equipment, tools, and materials and for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work; and for all risks of every description connected with the prosecution of the work until the final acceptance of the work by the Jurisdiction.
- B. Neither the payment of any progress payment nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work, except as provided in [Section 1090, 1.05 - Progress Payments](#).
- C. The contract price for any item shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "in place," unless the contract documents shall provide otherwise.

1.03 LUMP SUM BREAKDOWNS

- A. If the contract is based on a lump sum bid price, or contains one or more lump sum items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate covering each lump sum item to the Engineer for approval. The breakdown estimate shall show the estimated value of each kind or item of work. The sum of the lump sum items listed in the breakdown estimates shall equal the contract lump sum. Overhead and profit shall not be listed as separate items.
- B. The breakdown estimate shall be approved by the Engineer before any progress payments are prepared. An unbalanced breakdown estimate providing for overpayment to the Contractor for items of work to be performed first will not be approved but shall be revised by the Contractor and resubmitted until acceptable to the Engineer.

1.04 PAYMENT FOR CHANGE ORDERS

- A. The Contractor's claims for extra work will not be paid unless the extra work covered by such claims was authorized by a change order as specified in [Section 1040, 1.07 - Change Orders](#).
- B. Payment for extra work shall be made in one or more of the following ways as determined by the agreement between the parties to the contract prior to the starting of the work.

1.04 PAYMENT FOR CHANGE ORDERS (Continued)

1. Unit Prices: By unit prices contained in the Contractor's original proposal and incorporated in the construction contract, so far as the same may apply.
 2. Supplemental Schedule: By supplemental schedule of prices to include costs of all equipment, material, labor, supervision, management, insurance, overhead, and incidentals, said schedule to be submitted by the Contractor upon request of the Engineer and to be accepted by the Jurisdiction.
 3. Lump Sum: By an acceptable lump sum proposal from the Contractor.
- C. The percentage markup to be allowed to the Contractor for extra work performed by a subcontractor shall be in accordance with the following:
1. 10% of the first \$50,000 with a \$100 minimum.
- 5% of the portion over \$50,000.

1.05 PROGRESS PAYMENTS

- A. **Limits:** Progress payments made under the contract, unless provided otherwise by law, shall be made according to Iowa Code Chapter 573, and shall be made on the basis of monthly estimates of labor performed and material delivered and incorporated in to the work, as determined by the Engineer. Payment may be made for materials not incorporated into the project if they can be specifically identified and cost verified by invoice. Progress payment requests shall be accompanied by the documentation required in [Section 1090.1.07, B - Sales Tax and Use Tax](#).
- B. **Retainage:** The Jurisdiction shall retain from each monthly progress payment 5% of the amount determined to be due according to the estimate of the Engineer.
- C. **Quantities:** Quantities used for progress payments shall be considered as only approximate and provisional and shall be subject to recalculation, adjustment, and correction by the Engineer in subsequent partial payments and in the final payment. Inclusion of any quantities in a progress payment, or failure to disapprove the work at the time of any progress payment, shall not be construed as acceptance of the corresponding work or materials.

1.06 PAYMENT OF RETAINAGE

- A. Retained funds shall be retained by the Jurisdiction for a period of 30 calendar days after the completion and final acceptance of the improvement by the Jurisdiction. If at the end of the 30 calendar day period claims are on file as provided, the Jurisdiction shall continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file, the entire unpaid fund, shall be released and paid to the Contractor.
- B. The Jurisdiction, the Contractor, any claimant for labor or material who has filed a claim, or the surety on any bond given for the performance of the contract, may, at any time after the expiration of 30 calendar days, and not later than 60 calendar days, following the completion and final acceptance of said improvement, bring action in equity in the county where the improvement is located to adjudicate all rights to said fund, or to enforce liability on said bond, pursuant to Iowa Code Chapter 573. Upon written demand of the Contractor, served in the manner prescribed for original notices, on the person filing a claim, requiring the claimant to commence action in court to enforce the claim, an action shall be commenced within 30 calendar days, otherwise the retained and unpaid funds due the Contractor shall be released to the Contractor.

1.07 SALES AND USE TAX STATEMENT

- A. At the completion of the contract and before final payment can be made thereon, the Contractor and all subcontractors shall file with the Engineer in triplicate, with original signatures on all three sets, a statement under oath on forms provided by the Iowa Department of Revenue and Finance showing the data with reference to sales, use, and service taxes required by Iowa Code Section 423.4, as amended. On projects with a total contract cost greater than \$1 million or with supplies and materials in excess of 50% of the contract price and when directed by the Engineer, the Contractor shall submit with each progress pay estimate completed sales and use tax forms from the Iowa Department of Revenue listing all supplies and materials purchased since the previous progress payment.
- B. If a Sales Tax Exemption Certificate(s) is issued by the Jurisdiction according to [Section 1020, 1.08](#), no sales, use, or service statement is required.

1.08 ACCEPTANCE AND FINAL PAYMENT

- A. Final payment will be based on the actual final total amount of the work accomplished and finally accepted by the Jurisdiction under the contract. Under no circumstances or conditions will the Contractor be paid anything for anticipated profits for the work, nor will it be paid for any work not actually included in the improvement. The Jurisdiction will not give final acceptance of the work until the Contractor has submitted all documentation required by the contract documents.
- B. The Engineer shall, after determining the work has been finally and fully completed according to the contract documents, make a final estimate of the amount of work done and the value thereof.
- C. Final acceptance of construction shall be defined as final approval of the project only in the sense that it has been constructed, cleaned up, and completed in apparent substantial compliance with the contract documents. Said final acceptance is stipulated to mean a written acceptance by the Jurisdiction.
- D. It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer and approved by the Jurisdiction, shall constitute final acceptance of the work and materials included in the contract on the date of such approval, subject to the provision any such approval, acceptance, or payment as herein provided shall not constitute an acceptance of any unauthorized or defective work, or of any improper material.

END OF SECTION

McCLURE™
making *lives* better

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NOTICE:
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SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
01	A.01	COVER SHEET
02	A.02	GENERAL NOTES AND LEGEND
03	C.01	ESTIMATED QUANTITIES AND ESTIMATE REFERENCE NOTES
04	D.01	13TH STREET STORM SEWER PLAN AND PROFILE
05	EC.01	POLLUTION PREVENTION NOTES
06	EC.02	13TH STREET POLLUTION PREVENTION PLAN
07	G.01	SURVEY CONTROL
08	G.02	SURVEY CONTROL
09	S.01	13TH STREET PERMANENT SEEDING PLAN

BONDURANT
13TH STREET
CONSTRUCTION DRAWINGS
BONDURANT, IOWA
2023000057
AUGUST 29, 2024

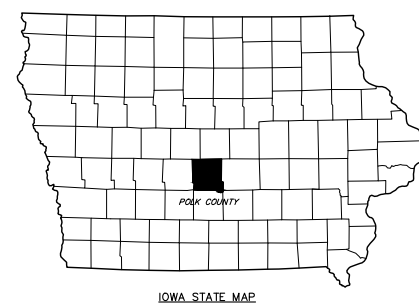
REVISIONS

ENGINEER
K. BARNES

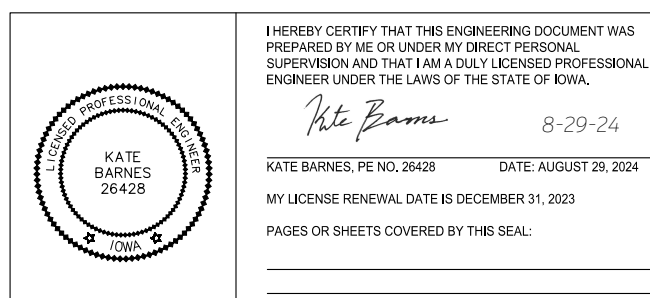
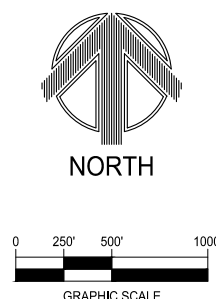
DRAWN BY
K. REYNOLDS

DRAWING NO.

A.01



ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE
2023 IOWA STATEWIDE URBAN DESIGN STANDARD AND SPECIFICATIONS
FOR PUBLIC IMPROVEMENTS AS ACCEPTED BY THE CITY OF BONDURANT.



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GENERAL LEGEND											
EXISTING / PROPOSED			EXISTING / PROPOSED			EXISTING / PROPOSED			EXISTING / PROPOSED		
		SS			SANITARY SEWER MAIN						BOLLARD (BUMPER POST)
		SS			SANITARY SEWER SERVICE						ROADWAY SIGN
		FM			SANITARY SEWER FORCE MAIN						MAILBOX
		ST			STORM SEWER MAIN OR CULVERT						WELL
		ST			SECONDARY STORM SEWER MAIN						DECIDUOUS TREE
		ST			SECONDARY STORM SEWER SERVICE						EVERGREEN TREE
		W			WATER MAIN						SHRUB OR BUSH
		W			WATER SERVICE						TREE OR SHRUB LINE
		E			UNDERGROUND ELECTRIC						STUMP
		OHE			OVERHEAD ELECTRIC						MONITORING WELL
		T			UNDERGROUND TELEPHONE						SOIL BORINGS
		FO			UNDERGROUND FIBER OPTIC						FLAG POLE
		TV			UNDERGROUND CABLE TV						SATELLITE DISH
		G			GAS MAIN OR SERVICE						SLOPE INDICATORS
					CONTOUR LINES INTERMEDIATE						CONTROL POINT
					CONTOUR LINES INDEX						BENCH MARK
					PROPERTY LINE / LOT LINE						SECTION CORNER
					SECTION LINE						IRON PIN SET
					EASEMENT						IRON PIN FOUND
					GUARD RAIL						DRAWING NUMBER
		X			FIELD FENCE						
					CHAIN LINK FENCE						
					WOODEN FENCE						
					ROAD CENTERLINE						
					GRADING LIMITS						
					CONSTRUCTION LIMITS						
		AG			AG LINE						
					WATERWAY FLOWLINE						
					TOP OF SLOPE						
					BOTTOM OF SLOPE						
		X			SILT FENCE						

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFATION OF THE CITY AND THE ENGINEER.
2. CONTRACTOR TO CONFINE OPERATIONS TO CONSTRUCTION LIMITS NOTED IN PLANS.
3. ALL TREES AND SHRUBS SHALL BE PROTECTED UNLESS DESIGNATED FOR REMOVAL IN THE PLANS.
4. CONTRACTOR SHALL SUBMIT ALL SUBGRADE AND PAVING MATERIAL TEST RESULTS TO THE PROJECT ENGINEER.
5. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING AND MAINTAINING A SET OF RECORD DRAWINGS. RECORD DRAWINGS SHALL SHOW ALL CHANGES TO PLANS, AND REPRESENT THE AS-BUILT CONDITION. SUBMIT RECORD DRAWINGS TO ENGINEER PRIOR TO FINAL PAYMENT.
6. THE PLANS SHOW UTILITIES LOCATED WITHIN THE LIMITS OF THE WORK UNDER THIS CONTRACT. THE COMPLETENESS OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS IS IN NO WAY IMPLIED OR GUARANTEED. THE CONTRACTOR SHALL OBTAIN THE LOCATION OF THE UTILITIES AND SERVICES FROM THE VARIOUS PUBLIC UTILITY COMPANIES BEFORE BEGINNING ANY EXCAVATION AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES AND SERVICES RESULTING FROM OPERATIONS. ADDITIONAL COMPENSATION WILL NOT BE ALLOWED FOR THIS WORK AND SHALL BE CONSIDERED INCIDENTAL TO OTHER AREAS OF WORK.
7. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE STATEWIDE URBAN DESIGN SPECIFICATIONS.
8. RECONNECT ANY PRIVATE DRAINS THAT ARE INTERCEPTED DURING UTILITY CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
10. ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
11. PROVIDE EROSION CONTROL MEASURES NECESSARY TO PROTECT AGAINST SILTATION, EROSION, AND DUST POLLUTION WITHIN CONSTRUCTION LIMITS AND ANY OFF-SITE AREAS USED FOR THIS PROJECT.COMPLY WITH SOIL EROSION CONTROL REQUIREMENTS OF IOWA CODE AND LOCAL ORDINANCES.
12. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE
13. DO NOT RESTRICT DRAINAGE CHANNELS AND PROTECT ALL EXISTING DRAINAGE STRUCTURES. CONTRACTOR FULLY LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN THE HANDLING OF STORM WATER FLOWS DURING CONSTRUCTION. ANY EXTRA GRADING NEEDED TO MAINTAIN POSITIVE DRAINAGE WITHIN THE CONSTRUCTION LIMITS IS INCIDENTAL TO CONSTRUCTION.
14. CONTRACTORS SHALL INQUIRE ABOUT SOIL CONDITIONS PRIOR TO BIDDING.
15. CONSTRUCTION STAKING PROVIDED BY OWNER. REFER TO PROJECT SPECIFICATIONS FOR COORDINATION REQUIREMENTS.
16. DO NOT STORE EQUIPMENT AND/OR MATERIALS WITHIN PUBLIC ROW ON STREETS OPEN TO TRAFFIC.
17. BLADING, SHAPING, OR MAINTENANCE OF TEMPORARY CONNECTIONS, CROSSINGS, DETOURS OR TEMPORARY ACCESSES SHALL BE INCIDENTAL TO THE PROJECT.
18. REMOVE THE EXISTING PAVEMENT AREAS TO THE NEAREST JOINT OR AS DIRECTED BY THE ENGINEER.
19. REMOVE AND REPLACE, OR REPAIR ALL ROAD SURFACES AND OTHER ITEMS DAMAGED BY CONSTRUCTION ACTIVITIES TO THEIR ORIGINAL CONDITION AND/OR TO THE SATISFACTION OF THE OWNER AND ENGINEER.
20. SURFACE RESTORATION INCLUDES THE REMOVAL OF ALL GRANULAR MATERIAL FROM THE TOP 8 INCHES OF TOPSOIL. THIS WORK IS INCIDENTAL TO CONSTRUCTION.
21. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR WASTE MATERIAL. NO EXTRA PAYMENTS WILL BE MADE FOR MATERIAL HAULED TO THESE SITES. DISPOSE OF IN ACCORDANCE WITH LOCAL STATE AND FEDERAL REQUIREMENTS. DO NOT PLACE WASTE MATERIAL WITHIN THE RIGHT-OF-WAY.
22. CONTRACTOR TO COMPLETE DAILY RECORD KEEPING INCLUDING ALL NECESSARY FIELD LOCATIONS AND MEASUREMENTS. CONTRACTOR REQUIRED TO ATTEND FINAL AND INTERMEDIATE INSPECTIONS OF PROJECT, OPEN ALL MANHOLES FOR INSPECTION.
23. DIMENSIONS, STREET LOCATIONS, UTILITIES, AND GRADING ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. REPORT ANY SUCH CHANGES OR CONFLICTS BETWEEN THE PLAN AND FIELD CONDITIONS TO THE PROJECT ENGINEER IMMEDIATELY.



THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.



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GENERAL NOTES AND LEGEND

BONDURANT 13TH STREET CONSTRUCTION DRAWINGS

BONDURANT, IOWA
2023000057
AUGUST 29, 2024

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ENGINEER
K. BARNES

DRAWN BY
K. REYNOLDS

DRAWING NO.

A.02

ESTIMATE REFERENCE INFORMATION				
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT
DIVISION 4 - SEWERS AND DRAINS				
4.1	4020-108-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 18-INCH	236	LF
4.2	4030-108-B	PIPE APRON, TYPE 1, 18-INCH RCP	1	EA
4.3	4030-108-C	FOOTING FOR CONCRETE PIPE APRON, 18-INCH	1	EA
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
6.1	6010-108-B	INTAKE, NYLOPLAST 24-INCH DRAIN BASIN	2	EA
DIVISION 8 - TRAFFIC CONTROL				
8.1	8030-108-A	TEMPORARY TRAFFIC CONTROL	1	LS
DIVISION 9 - SITE WORK AND LANDSCAPING				
9.1	9010-108-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING, TYPE 1	0.10	AC
9.2	9010-108-A	HYDRAULIC SEEDING AND BFM MULCHING, TYPE 4	0.10	AC
9.3	9020-108-A	SOD	37	SQ
9.4	9040-108-A2	SWPPP MANAGEMENT	1	LS
9.5	9040-108-D-1	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY	630	LF
9.6	9040-108-D-2	FILTER SOCK REMOVAL	630	LF
9.7	9040-108-J	RIPRAP, CLASS E	7	TON
9.8	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	123	SY
DIVISION 11 - MISCELLANEOUS				
11.1	11010-108-B	MONUMENT PRESERVATION OR REPLACEMENT	1	LS
11.2	11020-108-A	MOBILIZATION	1	LS
11.3	11050-108-A	CONCRETE WASHOUT	1	LS

ESTIMATE REFERENCE INFORMATION		
DIVISION 4 - SEWERS AND DRAINS		
4.1	4020-108-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 18-INCH
		Contractor to provide perforated HDPE pipe. Refer to sheet D.01 for plan and profile view. Plans show center-to-center pipe length.
4.2	4030-108-B	PIPE APRON, TYPE 1, 18-INCH RCP
		See D.01 for plan and profile view location.
4.3	4030-108-C	FOOTING FOR CONCRETE PIPE APRON, 18-INCH
		See D.01 for plan and profile view location.
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS		
6.1	6010-108-B	INTAKE, NYLOPLAST 24-INCH DRAIN BASIN
		See sheet D.01 for the plan and profile view location. The contractor is to use a Nyloplast drain basin and bee-hive cover or approved equivalent.
DIVISION 8 - TRAFFIC CONTROL		
8.1	8030-108-A	TEMPORARY TRAFFIC CONTROL
		Contractor to provide temporary traffic control where needed at construction access locations.
DIVISION 9 - SITE WORK AND LANDSCAPING		
9.1	9010-108-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING, TYPE 1
		The contractor is to use the Type 1 mixture according to SUDAS. Seeding is to be completed between March 1 and May 31 or between August 10 and September 30 unless seeding outside of the SUDAS window is approved by the owner. The contractor shall water the seeded areas no less than twice per week for the first two weeks, no less than once per week for the next two weeks, and as necessary until seeding plants are accepted by the owner. Watering is incidental to this item and no separate payment for watering shall be made. The contractor is to obtain seed bed prep approval before applying seed. Seed all areas are shown as SUDAS TYPE 1 (PERMANENT LAWN) on sheet S.01. To be paid plan quantity.
9.2	9010-108-A	HYDRAULIC SEEDING AND BFM MULCHING, TYPE 4
		Contractor to use the Type 4, Urban temporary erosion control mixture, according to SUDAS. For Type 1 areas: only if permanent seeding can not be completed within the SUDAS allowable seeding dates. The contractor is to obtain seed bed prep approval before applying seed. To be paid up to plan quantity.
9.3	9020-108-A	SOD
		Sod to be placed in areas shown on S.01. Natural fiber only netting material.
9.4	9040-108-A2	SWPPP MANAGEMENT
		Item includes all work related to comply with the administrative provisions of the IOWA DNR NPDES General Permit No. 2, including record keeping, documentation, updating the SWPPP, weekly inspections, filing the notice of discontinuation, etc. Item includes furnishing all tools, equipment, labor, and materials necessary to comply with the SWPPP as needed for the project. This may include, but is not limited to, installation of silt fence around soil stockpiles and application of water for dust control.
9.5	9040-108-D-1	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY
		See EC sheets for placement. Item includes maintenance of practice as necessary (restaking and removing silt). Natural fiber only.
9.6	9040-108-D-2	FILTER SOCK REMOVAL
		Restoration of the area to finished grade and off-site disposal of stakes, wattles, and accumulated sediment is incidental. Erosion control only to be removed when the site is ready for permanent seeding.
9.7	9040-108-J	RIPRAP, CLASS E
		Item to be paid plan quantity unless approved by engineer. Item to be used as shown on D sheet.
9.8	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE
		Standard SUDAS construction entrance to be utilized at access point. Item includes furnishing and installing engineering fabric beneath the stone material. Contractor to furnish all tools, equipment, labor, and materials necessary to install, maintain, and remove stabilized construction entrance. Minimum 6-inch thickness required. Item to be paid plan quantity.
DIVISION 11 - MISCELLANEOUS		
11.1	11010-108-B	MONUMENT PRESERVATION OR REPLACEMENT
		Contractor responsible for monument preservation and replacement if disturbed by construction.
11.2	11020-108-A	MOBILIZATION
		Contractor to notify engineer and City 48 hours prior to mobilization.
11.3	11050-108-A	CONCRETE WASHOUT
		Item to be used with item 4.3.

ESTIMATED QUANTITIES
AND ESTIMATE
REFERENCE NOTES



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CONSTRUCTION DRAWINGS

BONDURANT, IOWA
2023000057
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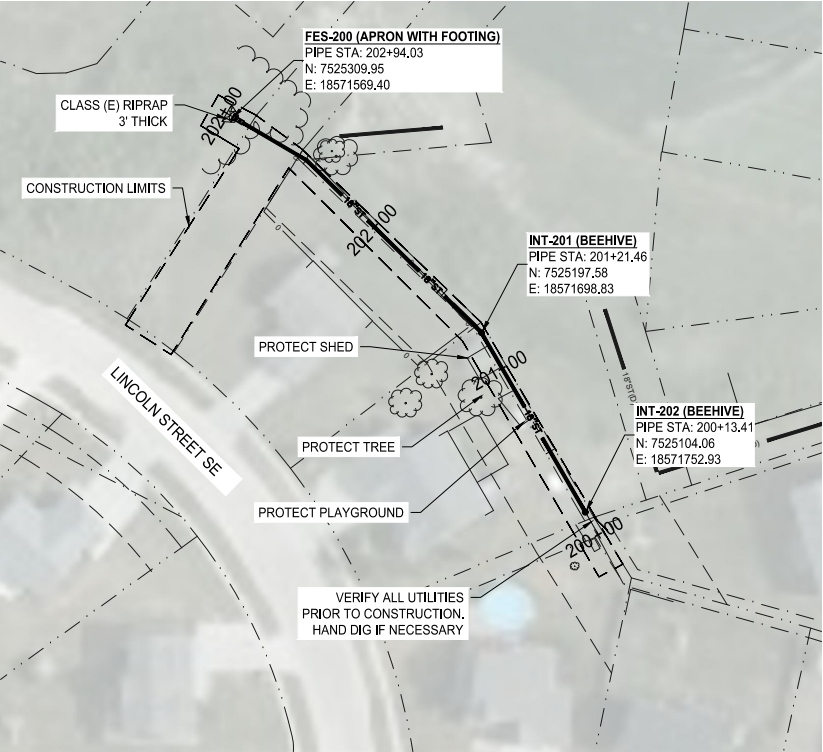
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ENGINEER
K. BARNES

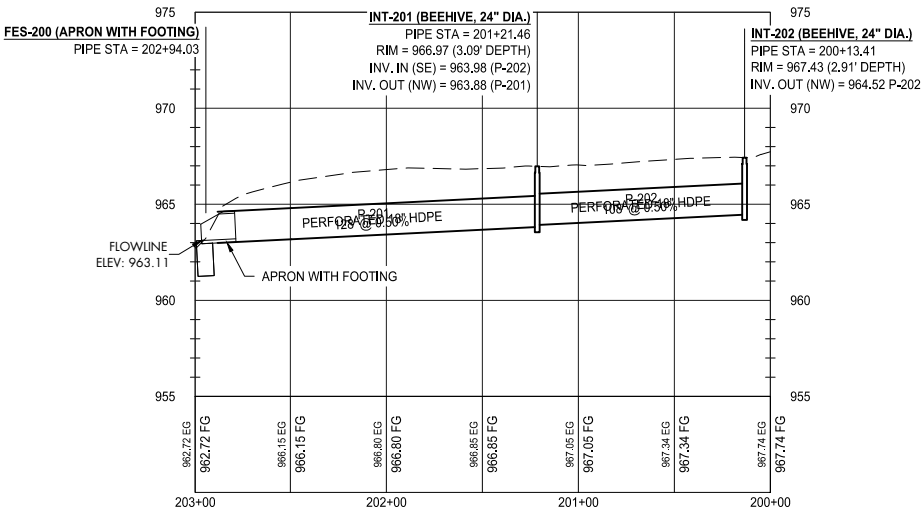
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1 13TH ST. IMPROVEMENTS - PLAN VIEW



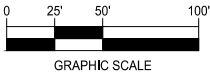
2 13TH ST. IMPROVEMENTS - PROFILE VIEW

NOTE: CONTRACTOR TO CAREFULLY REMOVE FENCES AS NEEDED FOR CONSTRUCTION, AND REINSTALL AFTER WORK IN COMPLETE. PROTECT ALL PRIVATE INSTALLATIONS OUTSIDE OF STORMWATER EASEMENTS. CONTACT ENGINEER AND CITY IF PRIVATE INSTALLATIONS WITHIN THE STORMWATER EASEMENT PREVENT CONSTRUCTION AS PLANNED. CITY WILL COORDINATE WITH OWNERS FOR RESOLUTION.

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13TH STREET
STORM SEWER
PLAN AND PROFILE



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K. BARNES

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DRAWING NO.
D.01

A. POLLUTION PREVENTION AND EROSION PROTECTION

1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (DNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
3. A "NOTICE OF DISCONTINUATION" MUST BE FILLED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:

a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.

b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.

c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.

d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE

PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.

- e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
- f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
- g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
- h. RESPREAD A MINIMUM OF 8 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
- i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR PERIOD EXCEEDING 14 CALENDAR DAYS.
- j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
- k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

POLLUTION PREVENTION RESPONSIBILITIES				
TASK		OWNER	ENGINEER	CONTRACTOR
A.	CREATE THE INITIAL SWPPP.		X	
B.	PUBLISH THE PUBLIC NOTICE OF STORM WATER DISCHARGE.			X
C.	FILE THE NOTICE OF INTENT WITH APPLICATION FEE FOR NPDES GENERAL PERMIT No. 2 COVERAGE.			X
D.	SIGN NPDES CERTIFICATION STATEMENT AS PERMITTEE OR CO-PERMITTEE.			X
E.	COORDINATE CERTIFICATION OF SUBCONTRACTOR CO-PERMITTEE.			X
F.	COMPLY WITH THE REQUIREMENTS OF THE GENERAL PERMIT No. 2 AND THE SWPPP.			X
G.	INSTALL, MAINTAIN AND REMOVE EROSION CONTROL AND POLLUTION PREVENTION MEASURES.			X
H.	WEEKLY INSPECTIONS AND CORRESPONDING RECORDS.			X
I.	UPDATE AND MAINTAIN THE ONSITE SWPPP.			X
J.	COOPERATE TO PROVIDE INFORMATION UNDER THE RESPONSIBILITY OF OTHERS.			X
K.	SUBMIT THE NOTICE OF DISCONTINUATION.			X
L.	ALL REQUIREMENTS NOT ASSIGNED TO OTHERS.			X



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POLLUTION PREVENTION
NOTES

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BONDURANT, IOWA
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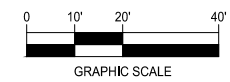
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**13TH STREET POLLUTION
PREVENTION PLAN**



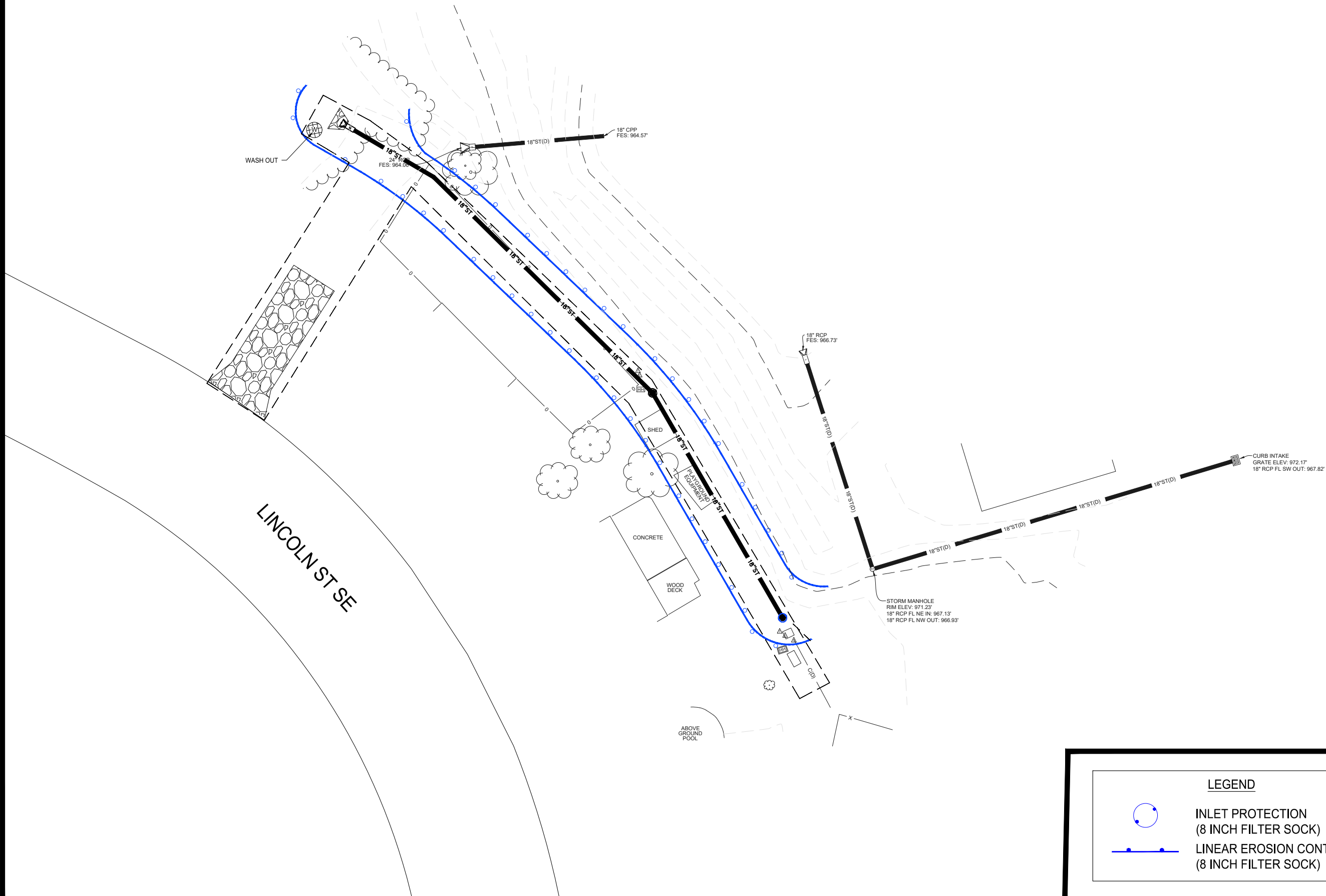
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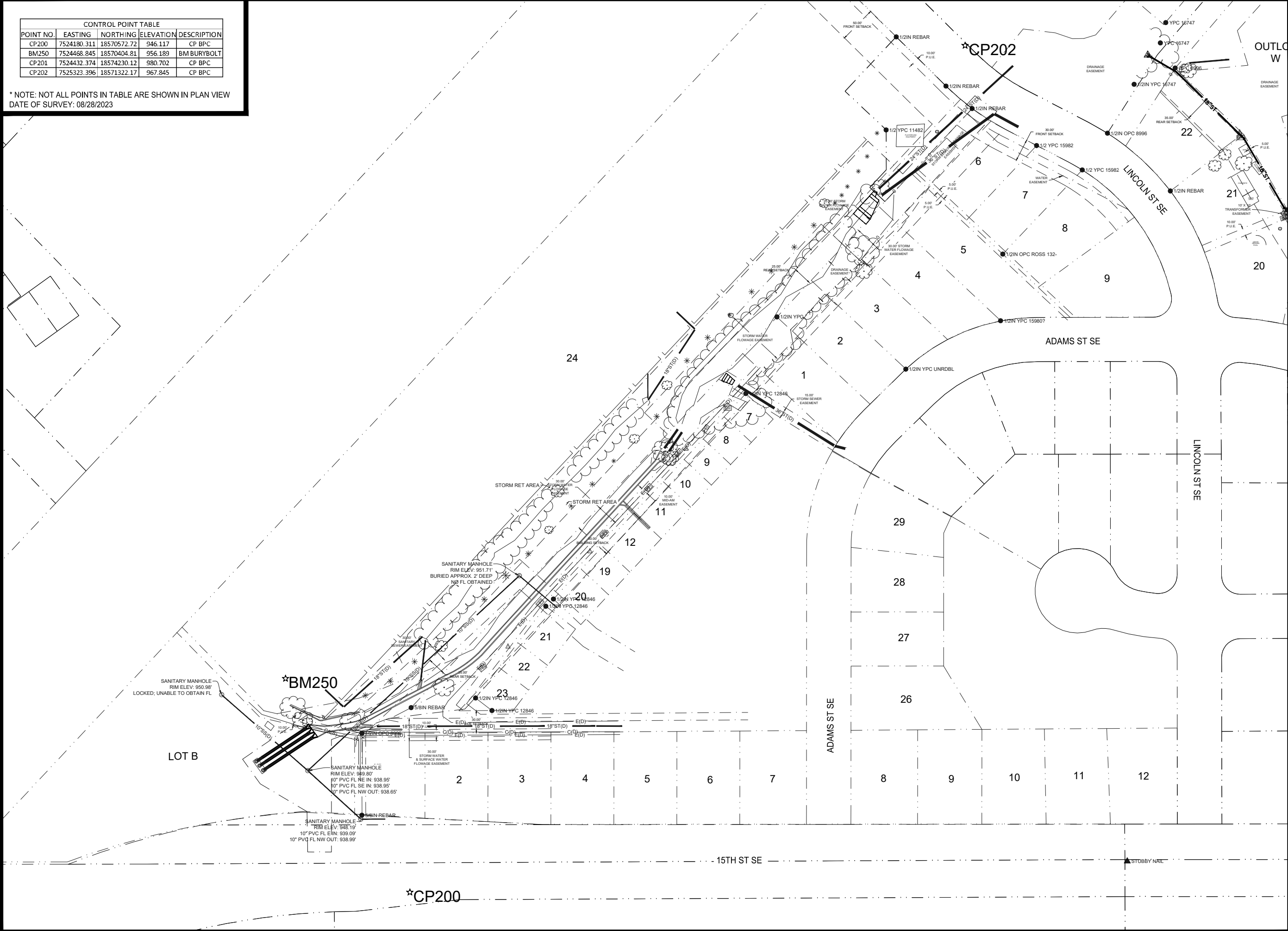
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CONTROL POINT TABLE				
POINT NO.	EASTING	NORTHING	ELEVATION	DESCRIPTION
CP200	7524180.311	18570572.72	946.117	CP BPC
BM250	7524468.845	18570404.81	956.189	BM BURYBOLT
CP201	7524432.374	18574230.12	980.702	CP BPC
CP202	7525323.396	18571322.17	967.845	CP BPC

* NOTE: NOT ALL POINTS IN TABLE ARE SHOWN IN PLAN VIEW
DATE OF SURVEY: 08/28/2023



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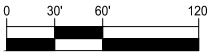
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SURVEY CONTROL



NORTH



GRAPHIC SCALE

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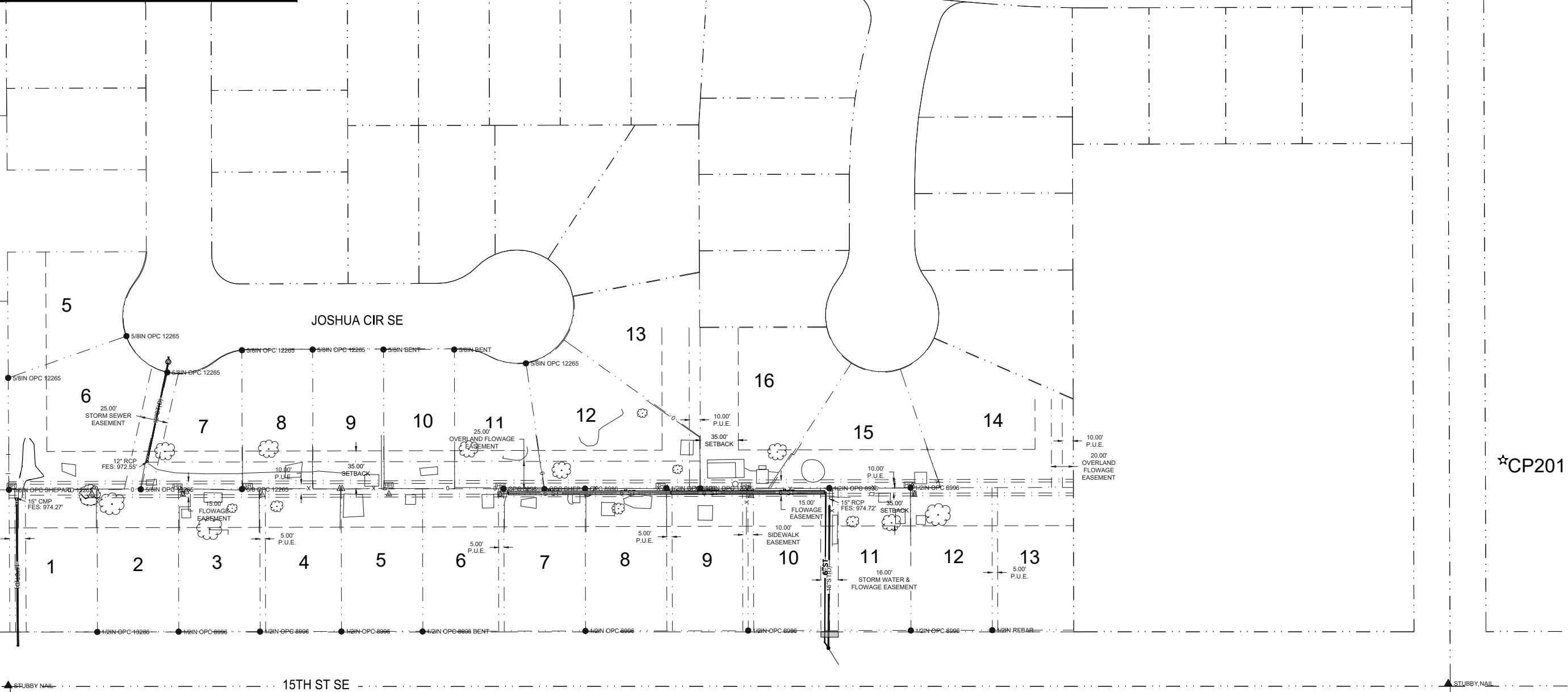
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POINT NO.	EASTING	NORTHING	ELEVATION	DESCRIPTION
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BM250	7524468.845	18570404.81	956.189	BM BURYBOLT
CP201	7524432.374	18574230.12	980.702	CP BPC
CP202	7525323.396	18571322.17	967.845	CP BPC

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★CP201



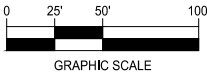
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SOD

SUDAS TYPE 1



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13TH STREET PERMANENT SEEDING PLAN



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15TH STREET IMPROVEMENTS

BONDURANT, IOWA



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200 2ND ST NE
BONDURANT, IA 50035
ATTN: JOHN HORTON

ENGINEER/SURVEYOR:

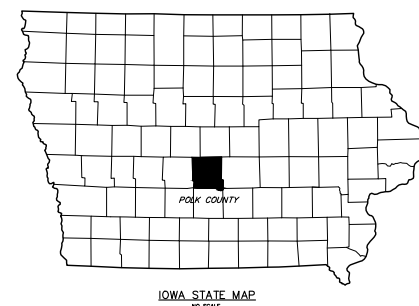
McCLURE ENGINEERING
335 SE ORALABOR ROAD
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(515) 512-1361
KBARNES@MCCLURESISION.COM
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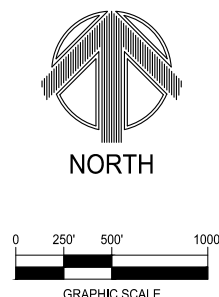
Sheet List Table		
SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
01	A.01	COVER SHEET
02	A.02	GENERAL NOTES AND LEGEND
03	B.01	DETAILS
04	B.02	DETAILS
05	C.01	ESTIMATED QUANTITIES AND ESTIMATE REFERENCE NOTES
06	D.01	15TH STREET STORM SEWER PLAN AND PROFILE
07	EC.01	POLLUTION PREVENTION NOTES
08	EC.02	15TH STREET POLLUTION PREVENTION PLAN
09	G.01	SURVEY CONTROL
10	G.02	SURVEY CONTROL
11	S.01	15TH STREET PERMANENT SEEDING PLAN

COVER SHEET

VICINITY MAP



ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE 2023 IOWA STATEWIDE URBAN DESIGN STANDARD AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AS ACCEPTED BY THE CITY OF BONDURANT.



	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.	
		8-29-24
	KATE BARNES, PE NO. 26428	DATE: AUGUST 29, 2024
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023	
PAGES OR SHEETS COVERED BY THIS SEAL:		

BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS
BONDURANT, IOWA
2023000057
AUGUST 29, 2024

REVISIONS
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ENGINEER
K. BARNES

DRAWN BY
K. REYNOLDS

DRAWING NO.

A.01

GENERAL LEGEND

EXISTING / PROPOSED			EXISTING / PROPOSED			EXISTING / PROPOSED		
		SANITARY SEWER MAIN			SANITARY SEWER MANHOLE			BOLLARD (BUMPER POST)
		SANITARY SEWER SERVICE			SANITARY SEWER CLEANOUT			ROADWAY SIGN
		SANITARY SEWER FORCE MAIN			AIR RELEASE MANHOLE/DRAIN MANHOLE			MAILBOX
		STORM SEWER MAIN OR CULVERT			STORM SEWER MANHOLE			WELL
		SECONDARY STORM SEWER MAIN			STORM SEWER CLEANOUT			DECIDUOUS TREE
		SECONDARY STORM SEWER SERVICE			STORM SEWER INTAKE			EVERGREEN TREE
		WATER MAIN			STORM SEWER BEEHIVE INTAKE			SHRUB OR BUSH
		WATER SERVICE			FLARED END SECTION			TREE OR SHRUB LINE
		UNDERGROUND ELECTRIC			FIRE HYDRANT			STUMP
		OVERHEAD ELECTRIC			WATER VALVE			MONITORING WELL
		UNDERGROUND TELEPHONE			WATER VALVE MANHOLE			SOIL BORINGS
		UNDERGROUND FIBER OPTIC			CURB STOP			FLAG POLE
		UNDERGROUND CABLE TV			WATER METER MANHOLE			SATELLITE DISH
		GAS MAIN OR SERVICE			YARD HYDRANT			SLOPE INDICATORS
		CONTOUR LINES INTERMEDIATE			ELECTRIC MANHOLE / VAULT			CONTROL POINT
		CONTOUR LINES INDEX			ELECTRIC PEDESTAL / TRANSFORMER			BENCH MARK
		PROPERTY LINE / LOT LINE			OUTDOOR ELECTRIC POWER OUTLET			SECTION CORNER
		SECTION LINE			POWER POLE			IRON PIN SET
		EASEMENT			POWER POLE w/ STREET LIGHT			IRON PIN FOUND
		GUARD RAIL			STREET LIGHT POLE			DRAWING NUMBER
		FIELD FENCE			GUY WIRE			
		CHAIN LINK FENCE			TRAFFIC SIGNAL			
		WOODEN FENCE			TRAFFIC SIGNAL BOX			
		ROAD CENTERLINE			TRAFFIC SIGNAL MANHOLE / VAULT			
		GRADING LIMITS			RAILROAD CROSSING SIGNAL			
		CONSTRUCTION LIMITS			TELEPHONE MANHOLE / VAULT			
		AG LINE			TELEPHONE PEDESTAL			
		WATERWAY FLOWLINE			CABLE TV MANHOLE / VAULT			
		TOP OF SLOPE			CABLE TV PEDESTAL			
		BOTTOM OF SLOPE			GAS VALVE			
		SILT FENCE						

ABBREVIATIONS

T/S	TOP OF SLAB
BC	BACK OF CURB
TC	TOP OF CURB
FL	FLOWLINE
CL	CENTERLINE
C	CUT
F	FILL
(S)	OFFSET
TOP	TOP OF SLOPE
BOT	BOTTOM OF SLOPE
EP	EDGE OF PAVING

1. THE CONTRACTOR SHALL MAINTAIN THE LOCATION AND UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE ENGINEER.
2. CONTRACTOR TO CONFINE OPERATIONS TO CONSTRUCTION LIMITS NOTED IN PLANS.
3. ALL TREES AND SHRUBS SHALL BE PROTECTED UNLESS DESIGNATED FOR REMOVAL IN THE PLANS.
4. CONTRACTOR SHALL SUBMIT ALL SUBGRADE AND PAVING MATERIAL TEST RESULTS TO THE PROJECT ENGINEER.
5. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING AND MAINTAINING A SET OF RECORD DRAWINGS. RECORD DRAWINGS SHALL SHOW ALL CHANGES TO PLANS, AND REPRESENT THE AS-BUILT CONDITION. SUBMIT RECORD DRAWINGS TO ENGINEER PRIOR TO FINAL PAYMENT.
6. THE PLANS SHOW UTILITIES LOCATED WITHIN THE LIMITS OF THE WORK UNDER THIS CONTRACT. THE COMPLETENESS OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS IS IN NO WAY IMPLIED OR GUARANTEED. THE CONTRACTOR SHALL OBTAIN THE LOCATION OF THE UTILITIES AND SERVICES FROM THE VARIOUS PUBLIC UTILITY COMPANIES BEFORE BEGINNING ANY EXCAVATION AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES AND SERVICES RESULTING FROM OPERATIONS. ADDITIONAL COMPENSATION WILL NOT BE ALLOWED FOR THIS WORK AND SHALL BE CONSIDERED INCIDENTAL TO OTHER AREAS OF WORK.
7. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE STATEWIDE URBAN DESIGN SPECIFICATIONS.
8. RECONNECT ANY PRIVATE DRAINS THAT ARE INTERCEPTED DURING UTILITY CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
10. ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
11. PROVIDE EROSION CONTROL MEASURES NECESSARY TO PROTECT AGAINST SILTATION, EROSION, AND DUST POLLUTION WITHIN CONSTRUCTION LIMITS AND ANY OFF-SITE AREAS USED FOR THIS PROJECT. COMPLY WITH SOIL EROSION CONTROL REQUIREMENTS OF IOWA CODE AND LOCAL ORDINANCES.
12. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE
13. DO NOT RESTRICT DRAINAGE CHANNELS AND PROTECT ALL EXISTING DRAINAGE STRUCTURES. CONTRACTOR FULLY LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN THE HANDLING OF STORM WATER FLOWS DURING CONSTRUCTION. ANY EXTRA GRADING NEEDED TO MAINTAIN POSITIVE DRAINAGE WITHIN THE CONSTRUCTION LIMITS IS INCIDENTAL TO CONSTRUCTION.
14. CONTRACTORS SHALL INQUIRE ABOUT SOIL CONDITIONS PRIOR TO BIDDING.
15. CONSTRUCTION STAKING PROVIDED BY OWNER. REFER TO PROJECT SPECIFICATIONS FOR COORDINATION REQUIREMENTS.
16. DO NOT STORE EQUIPMENT AND/OR MATERIALS WITHIN PUBLIC ROW ON STREETS OPEN TO TRAFFIC.
17. BLADING, SHAPING, OR MAINTENANCE OF TEMPORARY CONNECTIONS, CROSSINGS, DETOURS OR TEMPORARY ACCESSSES SHALL BE INCIDENTAL TO THE PROJECT.
18. REMOVE THE EXISTING PAVEMENT AREAS TO THE NEAREST JOINT OR AS DIRECTED BY THE ENGINEER.
19. REMOVE AND REPLACE, OR REPAIR ALL ROAD SURFACES AND OTHER ITEMS DAMAGED BY CONSTRUCTION ACTIVITIES TO THEIR ORIGINAL CONDITION AND/OR TO THE SATISFACTION OF THE OWNER AND ENGINEER.
20. SURFACE RESTORATION INCLUDES THE REMOVAL OF ALL GRANULAR MATERIAL FROM THE TOP 8 INCHES OF TOPSOIL. THIS WORK IS INCIDENTAL TO CONSTRUCTION.
21. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR WASTE MATERIAL. NO EXTRA PAYMENTS WILL BE MADE FOR MATERIAL HAULED TO THESE SITES. DISPOSE OF IN ACCORDANCE WITH LOCAL STATE AND FEDERAL REQUIREMENTS. DO NOT PLACE WASTE MATERIAL WITHIN THE RIGHT-OF-WAY.
22. CONTRACTOR TO COMPLETE DAILY RECORD KEEPING INCLUDING ALL NECESSARY FIELD LOCATIONS AND MEASUREMENTS. CONTRACTOR REQUIRED TO ATTEND FINAL AND INTERMEDIATE INSPECTIONS OF PROJECT, OPEN ALL MANHOLES FOR INSPECTION.
23. DIMENSIONS, STREET LOCATIONS, UTILITIES, AND GRADING ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. REPORT ANY SUCH CHANGES OR CONFLICTS BETWEEN THE PLAN AND FIELD CONDITIONS TO THE PROJECT ENGINEER IMMEDIATELY.



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**BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS**

BONDURANT, IOWA
2023000057
AUGUST 29, 2024

REVISIONS

ENGINEER
BARNES

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REYNOLDS

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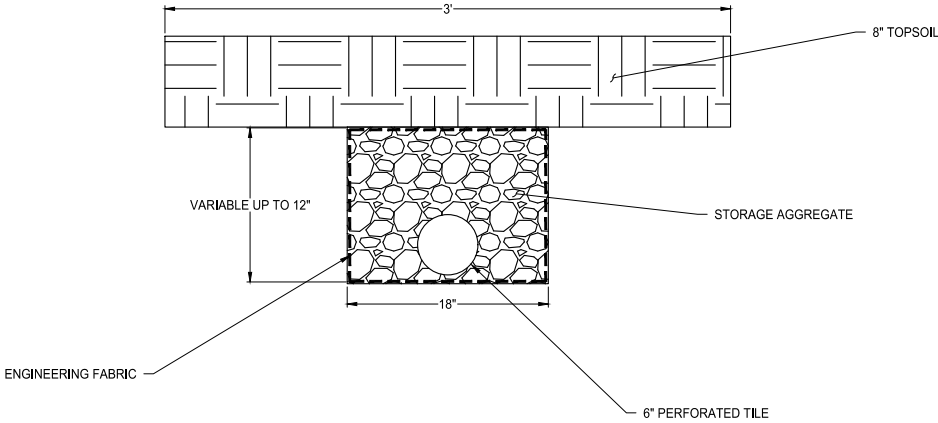
A.02

THE CONTRACTOR SHALL NOTIFY IOWA
ONE CALL NO LESS THAN 48 HRS. IN
ADVANCE OF ANY DIGGING OR EXCAVATION.



WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MODIFICATIONS TO THE UTILITIES, INCLUDING UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, EXACT LOCATION, AND TO AVOID DAMAGE THERETO, NO CLAIMS OR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

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1 TYPICAL INFILTRATION TRENCH DRAIN
NOT TO SCALE

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DETAILS

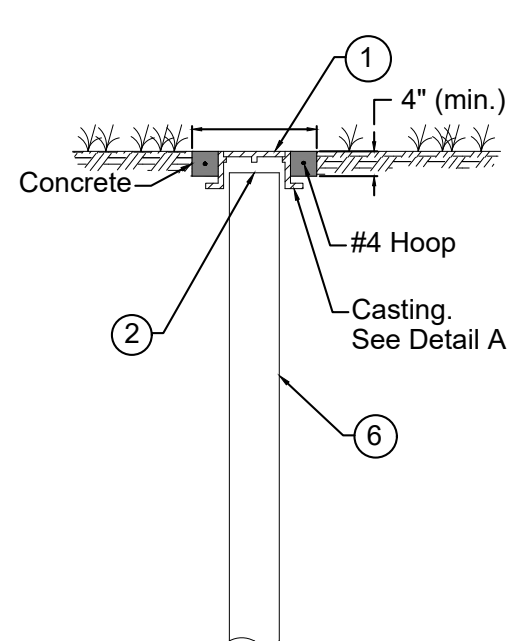
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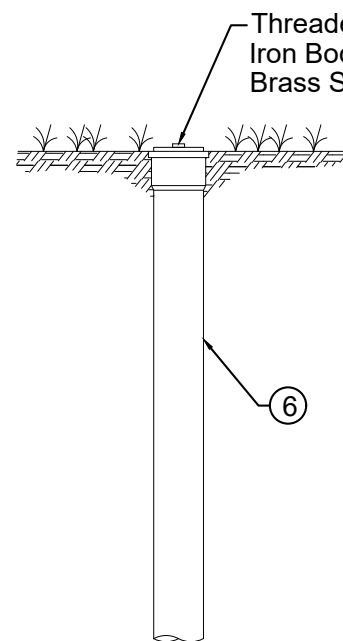
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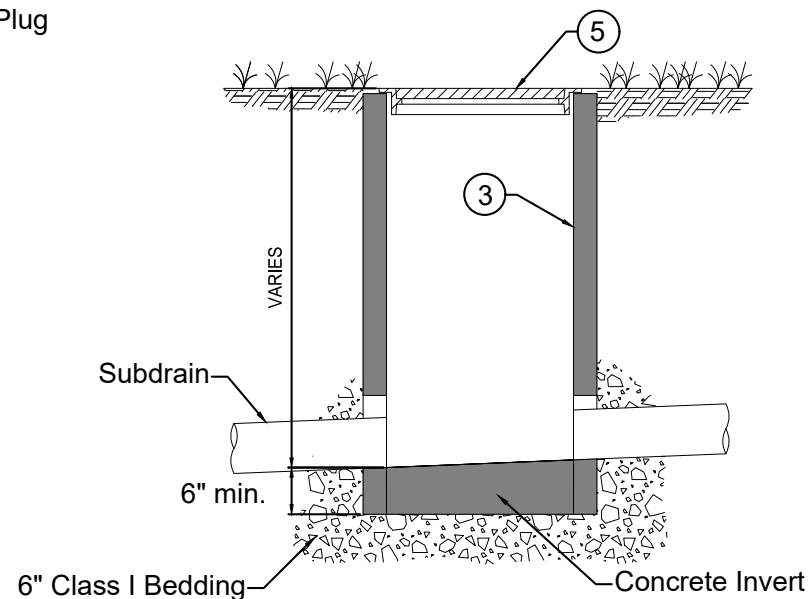
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TYPE A-1 CLEANOUT



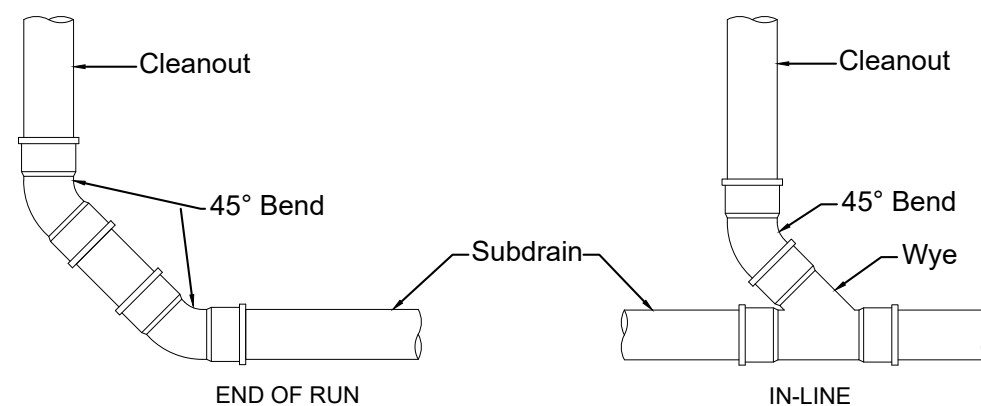
TYPE A-2 CLEANOUT



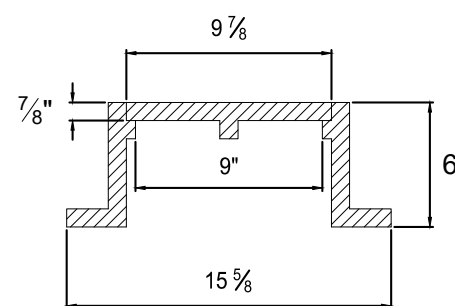
TYPE B CLEANOUT

Use in non-traffic areas.

- ① Light duty casting. Label lid with "Storm" or "Storm C.O."
- ② Do not allow casting to bear on top of riser pipe; provide 2 inch clearance, minimum.
- ③ A manufactured cleanout may be used in lieu of a Type B cleanout, if approved by the Engineer.
- ④ Design is intended for use in conjunction with 8 inch PVC riser pipe. Other sized caps may be used with smaller pipe, as approved by the Engineer.
- ⑤ Provide Type G casting, as required to fit pipe size.
- ⑥ PVC riser pipe; match diameter of subdrain (8 inches maximum).



TYPE A CLEANOUT CONNECTIONS



DETAIL A ① ④
(Dimensions are nominal)

② SUBDRAIN CLEANOUT (SUDAS 4040.232)
NOT TO SCALE

DETAILS

**BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS**
BONDURANT, IOWA
2023000057
AUGUST 29, 2024

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K. BARNES

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K. REYNOLDS

DRAWING NO.
B.02

ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	ESTIMATED TOTAL QUANTITIES	UNIT
DIVISION 2 - EARTHWORK				
2.1	2010-108-E	TOPSOIL	22	CY
2.2	2010-108-E	EXCAVATION, HAND DIG ONLY, HAUL OFF SITE	1.5	CY
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION				
3.1	3010-108-A	TRENCH EXCAVATION	16	CY
DIVISION 4 - SEWERS AND DRAINS				
4.1	4020-108-A-1	STORM SEWER, TRENCHED, HDPE, 6-INCH	144	LF
4.2	4040-108-C	SUBDRAIN CLEANOUT	4	EA
4.3	4040-108-D	SUBDRAIN CONNECTION, FIELD VERIFY SIZE AND LOCATION	1	EA
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
6.1	6010-108-B	CONNECTION TO EXISTING INTAKE	1	LF
DIVISION 7 - STREETS AND RELATED WORK				
7.1	7030-108-A	REMOVAL OF SIDEWALK	9	SY
7.2	7030-108-C	SIDEWALK PCC, MATCH EXISTING	9	SY
7.3	7080-108-B	ENGINEERING FABRIC	162	SY
7.4	7080-108-C	UNDERDRAIN, PERFORATED HDPE, 6-INCH	291	LF
7.5	7080-108-D	STORAGE AGGREGATE (ASTM #57 STONE)	12	TON
DIVISION 8 - TRAFFIC CONTROL				
8.1	8030-108-A	TEMPORARY TRAFFIC CONTROL	1	LS
DIVISION 9 - SITE WORK AND LANDSCAPING				
9.1	9020-108-A	SOD	69	SQ
9.2	9040-108-A2	SWPPP MANAGEMENT	1	LS
9.3	9040-108-D-1	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY	40	LF
9.4	9040-108-D-2	FILTER SOCK REMOVAL	40	LF
9.5	9060-108-D	REMOVAL AND REINSTALLATION OF EXISTING FENCE	300	LF
9.6	9060-108-F	TEMPORARY FENCE	300	LF
DIVISION 11 - MISCELLANEOUS				
11.1	11010-108-B	MONUMENT PRESERVATION OR REPLACEMENT	1	LS
11.2	11020-108-A	MOBILIZATION	1	LS
11.3	11050-108-A	CONCRETE WASHOUT	1	LS

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	ITEM DESCRIPTION
DIVISION 2 - EARTHWORK		
2.1	2010-108-E	TOPSOIL
		Topsoil is to be stripped, salvaged and applied as shown in detail 1 on B.01. Adequate erosion control measures are to be used for any stockpiled soil. The contractor shall be paid the plan quantity. Offsite topsoil is acceptable if insufficient onsite.
2.2	2010-108-E	EXCAVATION, HAND DIG ONLY, HAUL OFF SITE
		The contractor is to make minor grade adjustments as shown on D.01 using hand tools only to avoid damage to properties. Heavy equipment to be used only at the approval of the city or engineer.
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION		
3.1	3010-108-A	TRENCH EXCAVATION
		Item to be used for construction of infiltration trench. See Detail 1 on Sheet B.01 for typical geometry. See sheet D.01 of plan and profile information.
DIVISION 4 - SEWERS AND DRAINS		
4.1	4020-108-A-1	STORM SEWER, TRENCHED, HDPE, 6-INCH
		Contractor to provide solid wall HDPE pipe. Refer to sheet D.01 for plan and profile view. Plans show center-to-center pipe length.
4.2	4040-108-C	SUBDRAIN CLEANOUT
		Contractor to place Type A-2 cleanout where shown on D.01.
4.3	4040-108-D	SUBDRAIN CONNECTION, FIELD VERIFY SIZE AND LOCATION
		Connect sump line from 1300 15th Street to subdrain. Field Verify location, size, and connection needed.
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS		
6.1	6010-108-B	CONNECTION TO EXISTING INTAKE
		See sheet D.01 for the plan and profile view.
DIVISION 7 - STREETS AND RELATED WORK		
7.1	7030-108-A	REMOVAL OF SIDEWALK
		The damaged sidewalk to be removed at location shown on EC.01 sheets. The contractor to minimize damage to sidewalk and obtain approval for removal above 9 SY.
7.2	7030-108-C	SIDEWALK PCC, MATCH EXISTING
		The contractor is to minimize damage to the sidewalk and obtain approval above 9 SY. Sidewalk to be replaced with equivalent to existing at locations shown on EC.02 sheets.
7.3	7080-108-B	ENGINEERING FABRIC
		Item to be used for construction of infiltration trench. See Detail 1 on Sheet B.01 for typical geometry.
7.4	7080-108-C	UNDERDRAIN, PERFORATED HDPE, 6-INCH
		Item to be used for construction of infiltration trench. See Detail 1 on Sheet B.01 for typical geometry. See sheet D.01 of plan and profile and flowline information. Unit price includes pipe, connections, bends, and backfill. Contractor to provide perforated HDPE pipe.
7.5	7080-108-D	STORAGE AGGREGATE (ASTM #57 STONE)
		Item to be used for construction of infiltration trench. See Detail 1 on Sheet B.01 for typical geometry. See sheet D.01 of plan and profile information.
DIVISION 8 - TRAFFIC CONTROL		
8.1	8030-108-A	TEMPORARY TRAFFIC CONTROL
		Contractor to provide temporary traffic control where needed, in accordance with SUDAS, at construction access locations.
DIVISION 9 - SITE WORK AND LANDSCAPING		
9.1	9020-108-A	SOD
		Sod to be placed as shown on S.01. Natural fiber only netting material.
9.2	9040-108-A2	SWPPP MANAGEMENT
		Item includes all work related to comply with the administrative provisions of the IOWA DNR NPDES General Permit No. 2, including record keeping, documentation, updating the SWPPP, weekly inspections, filing the notice of discontinuation, etc. Item includes furnishing all tools, equipment, labor, and materials necessary to comply with the SWPPP as needed for the project. This may include, but is not limited to, installation of silt fence around soil stockpiles and application of water for dust control.
9.3	9040-108-D-1	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY
		See EC sheet for placement. Item includes maintenance of practice as necessary (restaking and removing silt). Natural fiber only.
9.4	9040-108-D-2	FILTER SOCK REMOVAL
		Restoration of the area to finished grade and off-site disposal of stakes, wattles, and accumulated sediment is incidental. Erosion control only to be removed when the site is ready for permanent seeding.
9.5	9060-108-D	REMOVAL AND REINSTALLATION OF EXISTING FENCE
		All existing fences removed as a result of construction are to be replaced with equivalent. Fence removal and quantity are to be approved by the city and property owners prior to removal. Quantity is an estimate of potential replacement needed.
9.6	9060-108-F	TEMPORARY FENCE
		Temporary fence to be provided to contain animals where existing fence is removed temporarily.
DIVISION 11 - MISCELLANEOUS		
11.1	11010-108-B	MONUMENT PRESERVATION OR REPLACEMENT
		Contractor responsible for monument preservation and replacement if disturbed by construction.
11.2	11020-108-A	MOBILIZATION
		Contractor to notify engineer and City 48 hours prior to mobilization.
11.3	11050-108-A	CONCRETE WASHOUT
		Item to be used as necessary for storm sewer infrastructure.



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making **lives** better

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ESTIMATED QUANTITIES
AND ESTIMATE
REFERENCE NOTES



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15TH STREET
CONSTRUCTION DRAWINGS
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2023000057
AUGUST 29, 2024

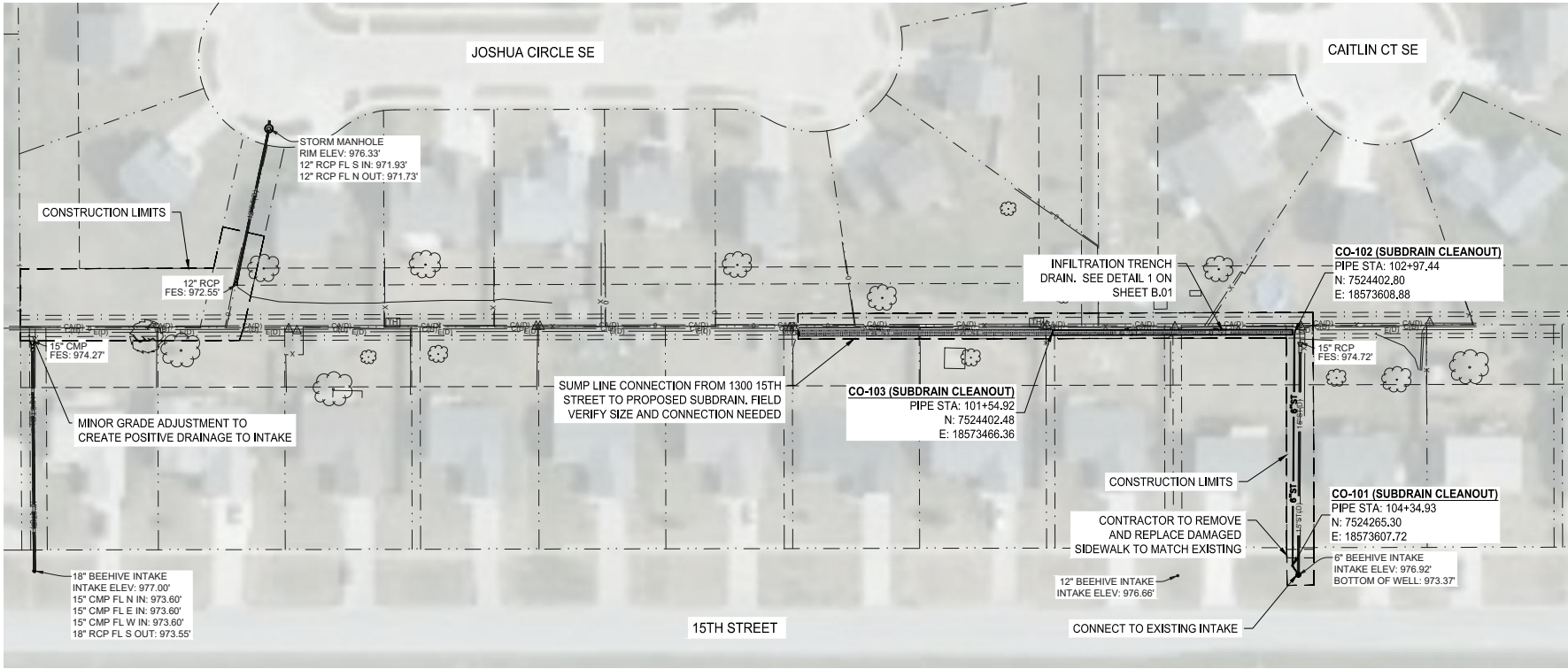
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ENGINEER
K. BARNES

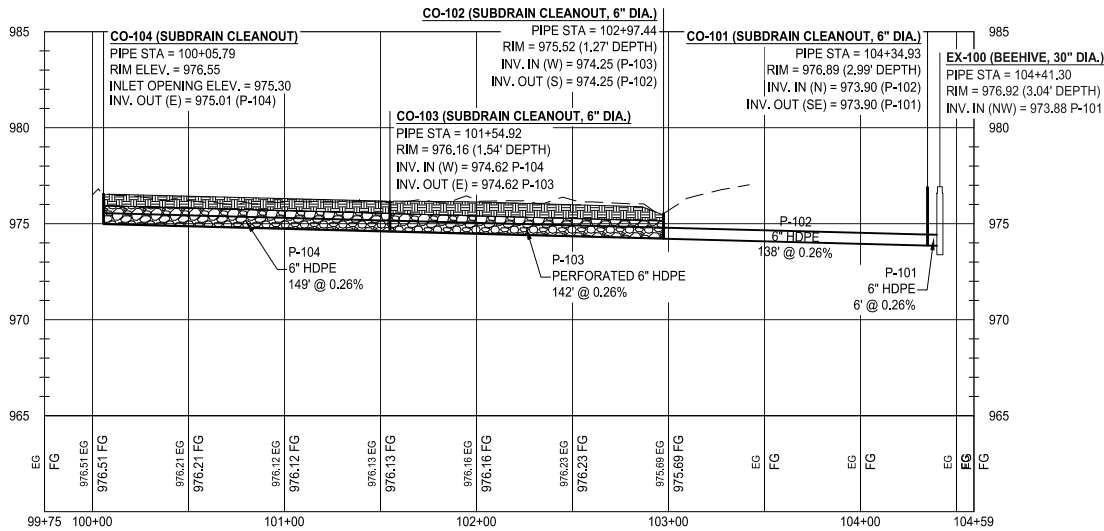
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C.01

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1 15TH ST. IMPROVEMENTS - PLAN VIEW



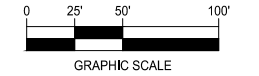
2 15TH ST. IMPROVEMENTS - PROFILE VIEW

NOTE: CONTRACTOR TO CAREFULLY REMOVE FENCES AS NEEDED FOR CONSTRUCTION, AND REINSTALL AFTER WORK IN COMPLETE. PROTECT ALL PRIVATE INSTALLATIONS OUTSIDE OF STORMWATER EASEMENTS. CONTACT ENGINEER AND CITY IF PRIVATE INSTALLATIONS WITHIN THE STORMWATER EASEMENT PREVENT CONSTRUCTION AS PLANNED. CITY WILL COORDINATE WITH OWNERS FOR RESOLUTION.

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15TH STREET
STORM SEWER
PLAN AND PROFILE



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15TH STREET
CONSTRUCTION DRAWINGS
BONDURANT, IOWA
2023000057
AUGUST 29, 2024

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ENGINEER
K. BARNES

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K. REYNOLDS

DRAWING NO.
D.01

A. POLLUTION PREVENTION AND EROSION PROTECTION

1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (DNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
3. A "NOTICE OF DISCONTINUATION" MUST BE FILLED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:

a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.

b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.

c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.

d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE

PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.

- e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
- f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
- g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
- h. RESPREAD A MINIMUM OF 8 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
- i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR PERIOD EXCEEDING 14 CALENDAR DAYS.
- j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
- k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

POLLUTION PREVENTION RESPONSIBILITIES				
TASK		OWNER	ENGINEER	CONTRACTOR
A.	CREATE THE INITIAL SWPPP.		X	
B.	PUBLISH THE PUBLIC NOTICE OF STORM WATER DISCHARGE.			X
C.	FILE THE NOTICE OF INTENT WITH APPLICATION FEE FOR NPDES GENERAL PERMIT No. 2 COVERAGE.			X
D.	SIGN NPDES CERTIFICATION STATEMENT AS PERMITTEE OR CO-PERMITTEE.			X
E.	COORDINATE CERTIFICATION OF SUBCONTRACTOR CO-PERMITTEE.			X
F.	COMPLY WITH THE REQUIREMENTS OF THE GENERAL PERMIT No. 2 AND THE SWPPP.			X
G.	INSTALL, MAINTAIN AND REMOVE EROSION CONTROL AND POLLUTION PREVENTION MEASURES.			X
H.	WEEKLY INSPECTIONS AND CORRESPONDING RECORDS.			X
I.	UPDATE AND MAINTAIN THE ONSITE SWPPP.			X
J.	COOPERATE TO PROVIDE INFORMATION UNDER THE RESPONSIBILITY OF OTHERS.			X
K.	SUBMIT THE NOTICE OF DISCONTINUATION.			X
L.	ALL REQUIREMENTS NOT ASSIGNED TO OTHERS.			X



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fax 515-964-2370

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POLLUTION PREVENTION
NOTES

**BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS**

BONDURANT, IOWA
2023000057
AUGUST 29, 2024

REVISIONS

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ENGINEER
K. BARNES

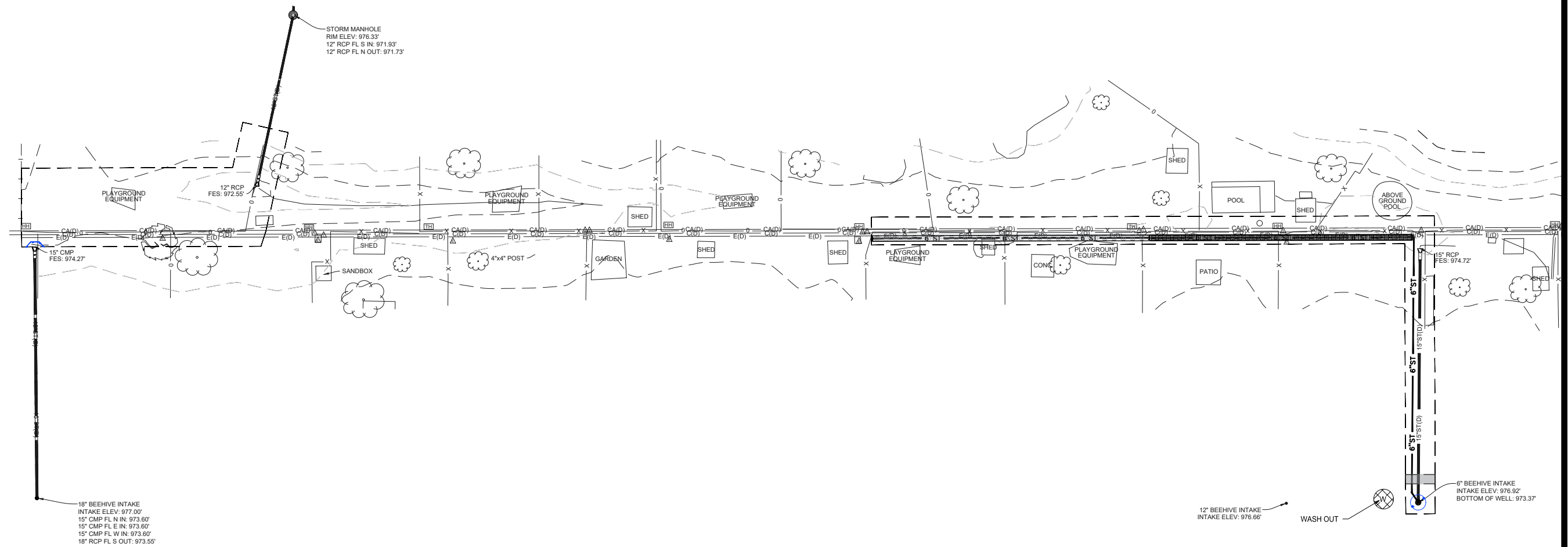
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K. REYNOLDS

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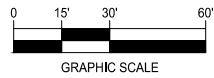
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**15TH STREET POLLUTION
PREVENTION PLAN**



**BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS**
BONDURANT, IOWA
2023000057
AUGUST 29, 2024

REVISIONS

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ENGINEER
K. BARNES

DRAWN BY
K. REYNOLDS

DRAWING NO.

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LEGEND



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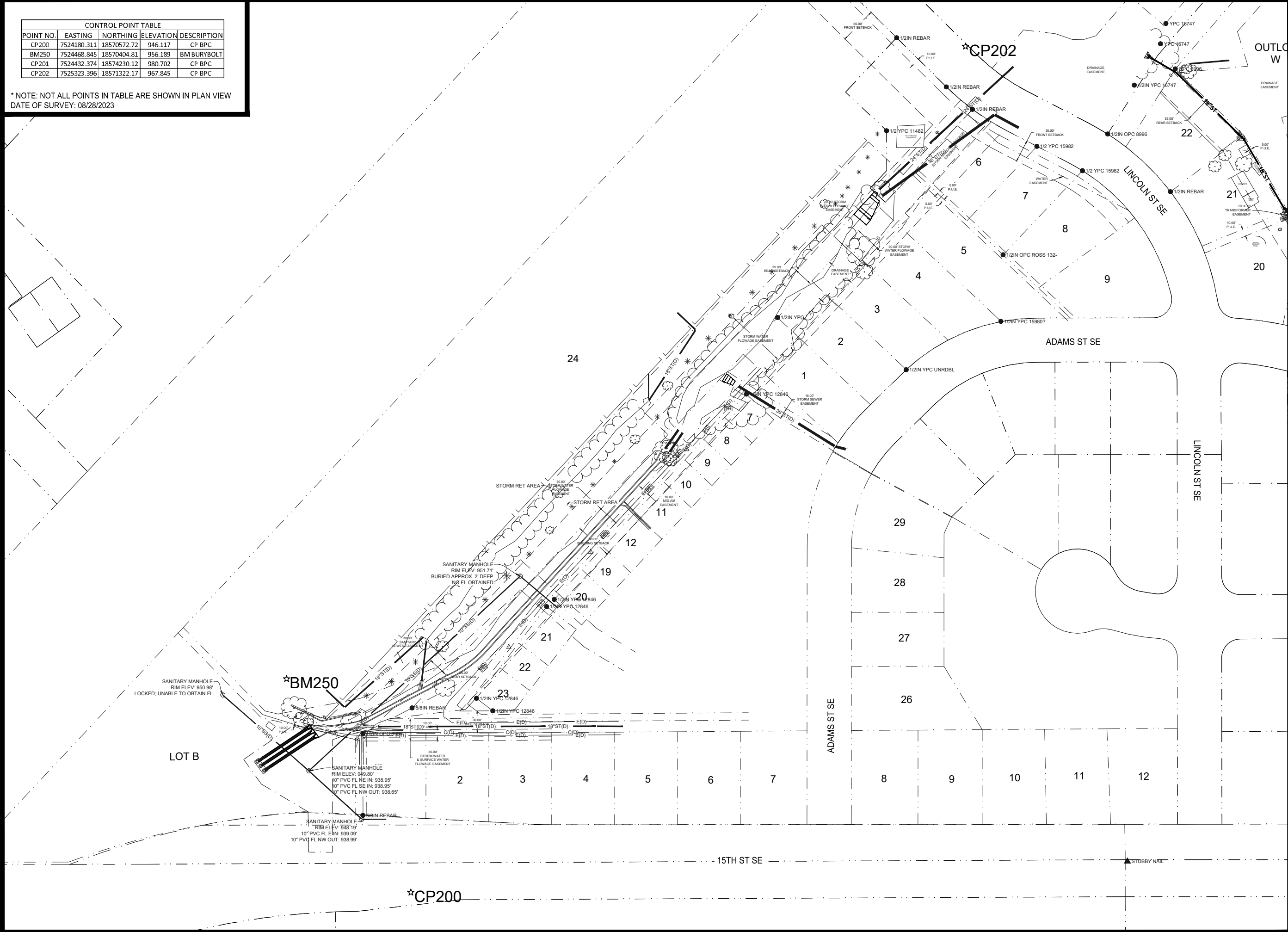
**INLET PROTECTION
(8 INCH FILTER SOCK)**



**LINEAR EROSION CONTROL
(8 INCH FILTER SOCK)**

CONTROL POINT TABLE				
POINT NO.	EASTING	NORTHING	ELEVATION	DESCRIPTION
CP200	7524180.311	18570572.72	946.117	CP BPC
BM250	7524468.845	18570404.81	956.189	BM BURYBOLT
CP201	7524432.374	18574230.12	980.702	CP BPC
CP202	7525323.396	18571322.17	967.845	CP BPC

* NOTE: NOT ALL POINTS IN TABLE ARE SHOWN IN PLAN VIEW
DATE OF SURVEY: 08/28/2023



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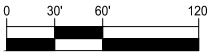
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SURVEY CONTROL



NORTH



GRAPHIC SCALE

**BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS**
BONDURANT, IOWA
2023000057
AUGUST 29, 2024

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ENGINEER
K. BARNES

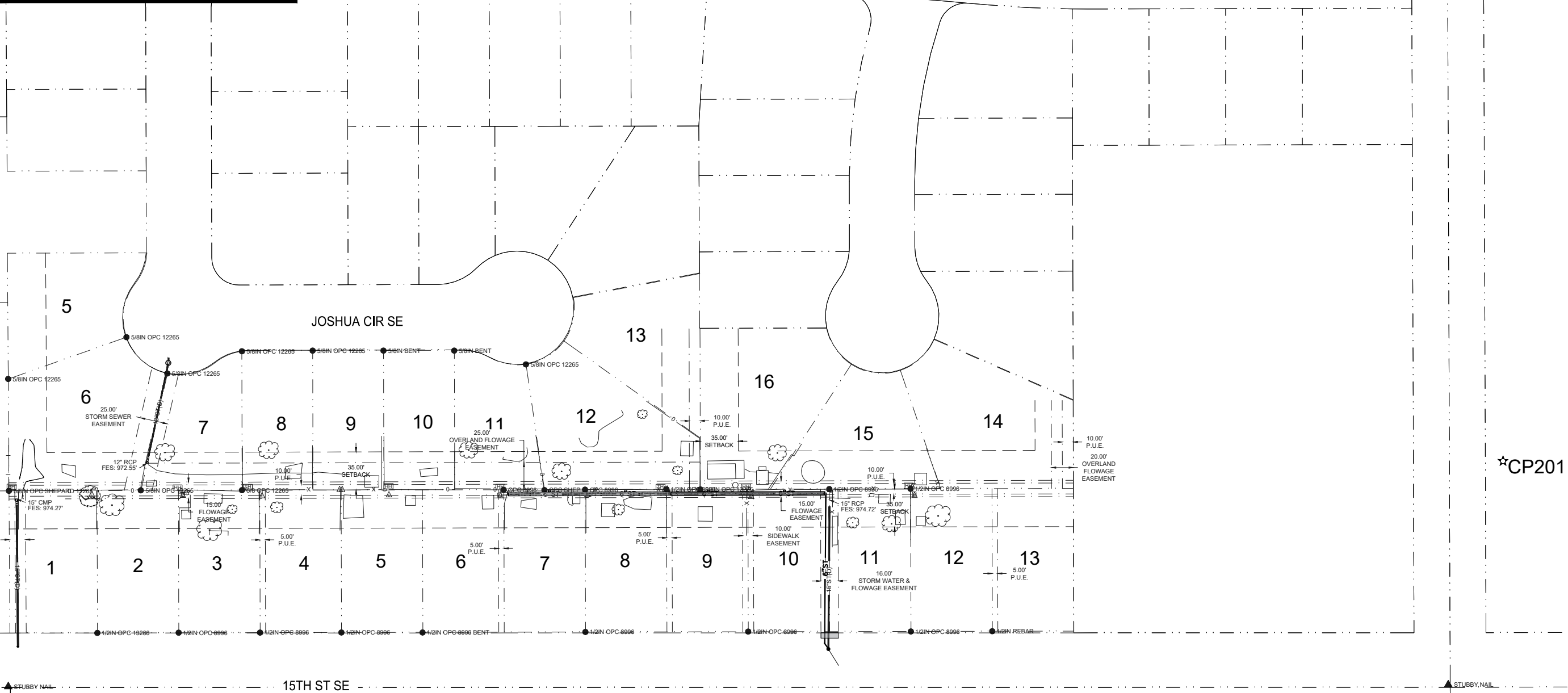
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K. REYNOLDS

DRAWING NO.

G.01

CONTROL POINT TABLE				
POINT NO.	EASTING	NORTHING	ELEVATION	DESCRIPTION
CP200	7524180.311	18570572.72	946.117	CP BPC
BM250	7524468.845	18570404.81	956.189	BM BURYBOLT
CP201	7524432.374	18574230.12	980.702	CP BPC
CP202	7525323.396	18571322.17	967.845	CP BPC

* NOTE: NOT ALL POINTS IN TABLE ARE SHOWN IN PLAN VIEW
DATE OF SURVEY: 08/28/2023





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★CP201

SURVEY CONTROL



NORTH

025'50'100'

GRAPHIC SCALE

BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS

BONDURANT, IOWA
2023000057
AUGUST 29, 2024

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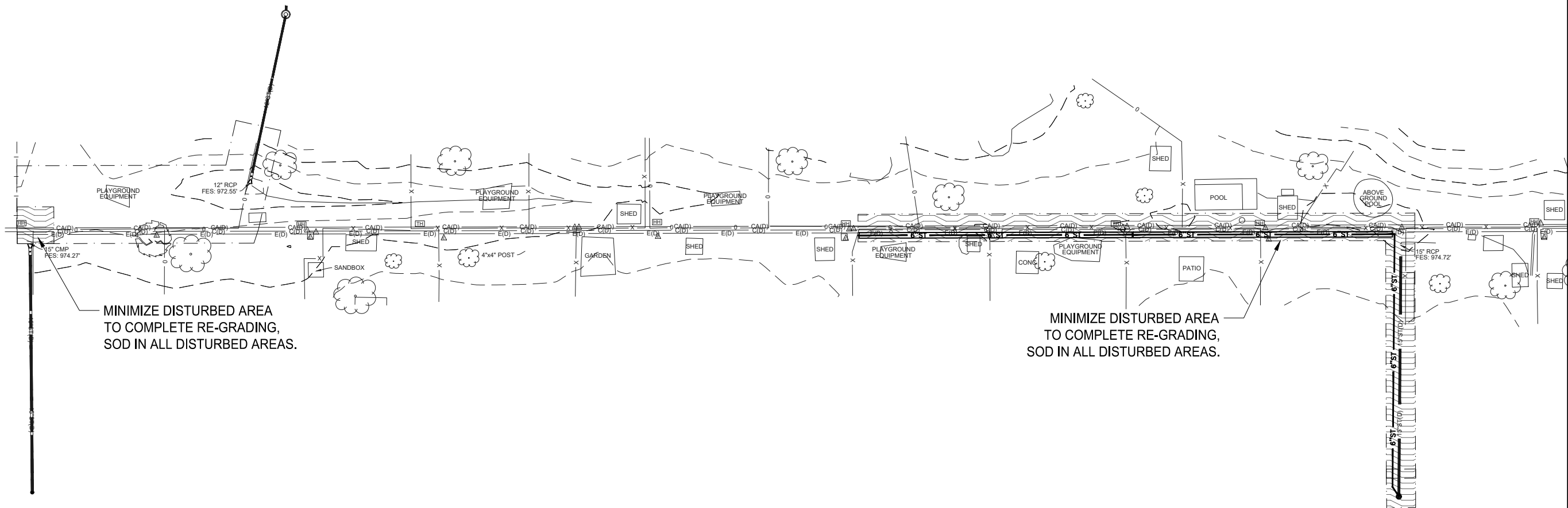
ENGINEER
K. BARNES

DRAWN BY
K. REYNOLDS

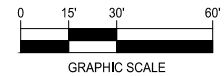
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**15TH STREET PERMANENT
SEEDING PLAN**



**BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS**
BONDURANT, IOWA
2023000057
AUGUST 29, 2024

REVISIONS
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ENGINEER
K. BARNES

DRAWN BY
K. REYNOLDS

DRAWING NO.
S.01

NOTE: MINIMIZE DISTURBANCE AS MUCH
AS POSSIBLE, RESTORE ANY DISTURBED
AREAS TO PRE-PROJECT CONDITIONS



SOD



200 Second Street Northeast
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Bondurant, Iowa 50035-0037
Phone: (515) 967-2418
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E-mail:
info@cityofbondurant.com
Website:
www.cityofbondurant.com

Mayor:
Doug Elrod

Council Members:
Tara Cox
Chad Driscoll
Matt Sillanpaa
Angela McKenzie
Bob Peffer

City Administrator:
Marketa Oliver

City Clerk:
Shelby Hagan

Finance Director:
Jene Jess

Fire Chief:
Aaron Kreuder

**Public Works
Director:**
John Horton

Planning Director:
Maggie Murray

City Attorney:
Matt Brick

City Engineer:
Bob Veenstra, Jr.

Honorable Mayor and Council Members:

On September 12th, 2024 the city took bids on 2 small rear yard stormwater improvements projects that we had McClure Engineering working on to design. These areas are along the 1300 Block of 15th St. SE in the rear yard drainage easement area, and in an area just behind the homes at 13th St. SE and Lincoln St. SE.

The scope of the work is to provide a new smaller subdrain to try and mitigate surface water ponding in these rear yard areas. This project will not eliminate the ponding during heavier rain events but will help facilitate the nuisance ponding and soggy yards after rain events that tend to linger for multiple days.

The engineering estimate for the 2 combined projects was \$94,614.50. On September 12th the city had 5 contractors bid this project. The Low Bidder for the project is James Construction LLC out of Des Moines, Iowa. Staff have checked into their references that were provided and found no issues. The apparent low bidder is approximately 4.4% higher than the engineers estimate, and staff believe that due to the location of the work is the determining factor in the higher than estimate bids.

Staff would recommend council to award the contract for the 13th St. SE and 15th St. SE stormwater Improvements Project to James Construction LLC. in the amount of \$98,774.00

A handwritten signature in blue ink that reads 'John C. Horton'.

John Horton
Public Works Director



Client: CITY OF BONDURANT

Bid Date: 2024-09-12

Project Name: 15th Street & 13th Street Stormwater Improvements

I hereby certify that this document was prepared by myself John Horton Public Works Director

Item No.	Description	Quantity	Units	ENGINEER'S ESTIMATE		James Construction, LLC		TK Concrete Inc.		Mainline Construction		On Track Construction, LLC		Alpha Landscapes	
	Signature					X		X		X		X		X	
	Bidder Status Form					X		X		X		X		X	
	Authorization to Transact					X		X		X		X		X	
	TSB Prebid Form					X		X		X		X		X	
	10% Bid Security					X		X		-		X		-	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
4.1	STORM SEWER, TRENCHED,PERFORATED HDPE, 18-INCH	236	LF	\$ 60.00	\$ 14,160.00	\$ 60.00	\$ 14,160.00	\$ 67.50	\$ 15,930.00	\$ 96.00	\$ 22,656.00	\$ 104.00	\$ 24,544.00	\$ 70.00	\$ 16,520.00
4.2	PIPE APRON, TYPE 1, 18-INCH RCP	1.0	EA	\$ 1500.00	\$ 1,500.00	\$ 2850.00	\$ 2,850.00	\$ 3000.00	\$ 3,000.00	\$ 700.00	\$ 700.00	\$ 1708.00	\$ 1,708.00	\$ 1500.00	\$ 1,500.00
4.3	FOOTING FOR CONCRETE PIPE APRON, 18-INCH	1	EA	\$ 1000.00	\$ 1,000.00	\$ 2200.00	\$ 2,200.00	\$ 1500.00	\$ 1,500.00	\$ 2500.00	\$ 2,500.00	\$ 915.00	\$ 915.00	\$ 1150.00	\$ 1,150.00
6.1	INTAKE, NYLOPLAST 24-INCH DRAIN BASIN	2.0	EA	\$ 2000.00	\$ 4,000.00	\$ 3680.00	\$ 7,360.00	\$ 2750.00	\$ 5,500.00	\$ 6600.00	\$ 13,200.00	\$ 4280.00	\$ 8,560.00	\$ 5500.00	\$ 11,000.00
8.1	TEMPORARY TRAFFIC CONTROL	1.0	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,525.00	\$ 2,525.00	\$ 950.00	\$ 950.00
9.1	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING, TYPE 1	0.1	AC	\$ 6000.00	\$ 600.00	\$ 20000.00	\$ 2,000.00	\$ 27500.00	\$ 2,750.00	\$ 20500.00	\$ 2,050.00	\$ 20200.00	\$ 2,020.00	\$ 15000.00	\$ 1,500.00
9.2	HYDRAULIC SEEDING AND BFM MULCHING, TYPE 4	0.1	AC	\$ 2,500.00	\$ 250.00	\$ 10,000.00	\$ 1,000.00	\$ 10000.00	\$ 1,000.00	\$ 10250.00	\$ 1,025.00	\$ 10100.00	\$ 1,010.00	\$ 9750.00	\$ 975.00
9.3	SOD	37.0	SQ	\$ 160.00	\$ 5,920.00	\$ 75.00	\$ 2,775.00	\$ 105.00	\$ 3,885.00	\$ 105.00	\$ 3,885.00	\$ 101.00	\$ 3,737.00	\$ 125.00	\$ 4,625.00
9.4	SWPP MANAGEMENT	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 2,500.00	\$ 2,500.00	\$ 525.00	\$ 525.00	\$ 505.00	\$ 505.00	\$ 875.00	\$ 875.00
9.5	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY	630	LF	\$ 2.75	\$ 1,732.50	\$ 2.50	\$ 1,575.00	\$ 3.00	\$ 1,890.00	\$ 2.25	\$ 1,417.50	\$ 2.30	\$ 1,449.00	\$ 2.50	\$ 1,575.00
9.6	FILTER SOCK REMOVAL	630.0	LF	\$ 1.00	\$ 630.00	\$ 0.50	\$ 315.00	\$ 0.50	\$ 315.00	\$ 0.30	\$ 189.00	\$ 0.30	\$ 189.00	\$ 0.50	\$ 315.00
9.7	RIPRAP, CLASS E	7.0	TON	\$ 65.00	\$ 455.00	\$ 100.00	\$ 700.00	\$ 100.00	\$ 700.00	\$ 175.00	\$ 1,225.00	\$ 125.00	\$ 875.00	\$ 125.00	\$ 875.00
9.8	STABILIZED CONSTRUCTION ENTRANCE	123.0	SY	\$ 20.00	\$ 2,460.00	\$ 15.00	\$ 1,845.00	\$ 25.00	\$ 3,075.00	\$ 32.00	\$ 3,936.00	\$ 24.00	\$ 2,952.00	\$ 45.00	\$ 5,535.00
11.1	MONUMENT PRESERVATION OR REPLACEMENT	1.0	LS	\$ 1500.00	\$ 1,500.00	\$ 1000.00	\$ 1,000.00	\$ 2500.00	\$ 2,500.00	\$ 1000.00	\$ 1,000.00	\$ 1515.00	\$ 1,515.00	\$ 450.00	\$ 450.00
11.2	MOBILIZATION	1.0	LS	\$ 4000.00	\$ 4,000.00	\$ 1200.00	\$ 1,200.00	\$ 7500.00	\$ 7,500.00	\$ 5000.00	\$ 5,000.00	\$ 7170.00	\$ 7,170.00	\$ 8500.00	\$ 8,500.00
11.3	CONCRETE WASHOUT	1.0	LS	\$ 950.00	\$ 950.00	\$ 450.00	\$ 450.00	\$ 750.00	\$ 750.00	\$ 1000.00	\$ 1,000.00	\$ 252.00	\$ 252.00	\$ 550.00	\$ 550.00
	Total 13th Street Construction Cost				\$ 43,157.50		\$ 44,830.00		\$ 56,295.00		\$ 63,808.50		\$ 69,926.00		\$ 56,895.00
2.1	TOPSOIL	22.0	CY	\$ 100.00	\$ 2,200.00	\$ 75.00	\$ 1,650.00	\$ 75.00	\$ 1,650.00	\$ 33.00	\$ 726.00	\$ 180.00	\$ 3,960.00	\$ 90.00	\$ 1,980.00
2.2	EXCAVATION,HAND DIG ONLY,HAUL OFF SITE	1.5	CY	\$ 500.00	\$ 750.00	\$ 300.00	\$ 450.00	\$ 350.00	\$ 525.00	\$ 185.00	\$ 277.50	\$ 240.00	\$ 360.00	\$ 500.00	\$ 750.00
3.1	TRENCH EXCAVATION	16.0	CY	\$ 100.00	\$ 1,600.00	\$ 800.00	\$ 8,000.00	\$ 32.50	\$ 520.00	\$ 135.00	\$ 2,160.00	\$ 208.00	\$ 3,328.00	\$ 75.00	\$ 1,200.00
4.1	STORM SEWER, TRENCHED,HDPE, 6-INCH	144.0	LF	\$ 30.00	\$ 4,320.00	\$ 30.00	\$ 4,320.00	\$ 37.50	\$ 5,400.00	\$ 66.00	\$ 9,504.00	\$ 58.00	\$ 8,352.00	\$ 35.00	\$ 5,040.00
4.2	SUBDRAIN CLEANOUT	4.0	EA	\$ 350.00	\$ 1,400.00	\$ 1,200.00	\$ 4,800.00	\$ 400.00	\$ 1,600.00	\$ 880.00	\$ 3,520.00	\$ 670.00	\$ 2,680.00	\$ 750.00	\$ 3,000.00
4.3	SUNDRAIN CONNECTION, FIELD VERIFY SIZE AND LOCATION	1.0	EA			\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 540.00	\$ 540.00	\$ 685.00	\$ 685.00	\$ 575.00	\$ 575.00
6.1	CONNECTION TO EXISTING INTAKE	1.0	LF	\$ 1500.00	\$ 1,500.00	\$ 2000.00	\$ 2,000.00	\$ 1000.00	\$ 1,000.00	\$ 525.00	\$ 525.00	\$ 1390.00	\$ 1,390.00	\$ 575.00	\$ 575.00
7.1	REMOVAL OF SIDEWALK	8.0	SY	\$ 25.00	\$ 225.00	\$ 60.00	\$ 540.00	\$ 50.00	\$ 450.00	\$ 15.00	\$ 135.00	\$ 16.00	\$ 144.00	\$ 95.00	\$ 855.00
7.2	SIDEWALK PCC MATCH EXISTING	8.0	SY	\$ 78.00	\$ 702.00	\$ 144.00	\$ 1,296.00	\$ 175.00	\$ 1,575.00	\$ 82.00	\$ 738.00	\$ 86.00	\$ 774.00	\$ 220.00	\$ 1,980.00
7.3	ENGINEERING FABRIC	162	SY	\$ 5.00	\$ 810.00	\$ 14.00	\$ 2,268.00	\$ 5.00	\$ 810.00	\$ 3.50	\$ 567.00	\$ 3.00	\$ 486.00	\$ 15.00	\$ 2,430.00
7.4	UNDERDRAIN,PERFORATED HDPE,6-INCH	291	LF	\$ 30.00	\$ 8,730.00	\$ 30.00	\$ 8,730.00	\$ 30.00	\$ 8,730.00	\$ 40.00	\$ 11,640.00	\$ 20.00	\$ 5,820.00	\$ 35.00	\$ 10,165.00
7.5	STORAGE AGGREGATE (ASTM #57 STONE)	12	TON	\$ 80.00	\$ 1,080.00	\$ 80.00	\$ 960.00	\$ 80.00	\$ 960.00	\$ 120.00	\$ 1,440.00	\$ 222.00	\$ 2,664.00	\$ 125.00	\$ 1,500.00
9.1	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1500.00	\$ 1,500.00	\$ 4500.00	\$ 4,500.00	\$ 3500.00	\$ 3,500.00	\$ 3500.00	\$ 3,500.00	\$ 4545.00	\$ 4,545.00	\$ 950.00	\$ 950.00
9.1	SOD	69	SQ	\$ 160.00	\$ 11,040.00	\$ 75.00	\$ 5,175.00	\$ 105.00	\$ 7,245.00	\$ 77.00	\$ 5,313.00	\$ 76.00	\$ 5,244.00	\$ 125.00	\$ 8,625.00
9.2	SWPP MANAGEMENT	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 1,750.00	\$ 1,750.00	\$ 525.00	\$ 525.00	\$ 505.00	\$ 505.00	\$ 875.00	\$ 875.00
9.3	FILTER SOCK,8-INCH,NATURAL FIBER ONLY	40	LF	\$ 2.75	\$ 110.00	\$ 10.00	\$ 400.00	\$ 4.00	\$ 160.00	\$ 10.00	\$ 400.00	\$ 10.10	\$ 404.00	\$ 2.50	\$ 100.00
9.4	FILTER SOCK REMOVAL	40	LF	\$ 1.00	\$ 40.00	\$ 2.00	\$ 80.00	\$ 2.00	\$ 80.00	\$ 2.00	\$ 80.00	\$ 2.00	\$ 80.00	\$ 0.50	\$ 20.00
9.5	REMOVAL AND REINSTALLATION OF EXISTING FENCE	300	LF	\$ 10.00	\$ 3,000.00	\$ 34.00	\$ 10,200.00	\$ 30.00	\$ 9,000.00	\$ 7.00	\$ 2,100.00	\$ 50.50	\$ 15,150.00	\$ 44.00	\$ 13,200.00
9.6	TEMPORARY FENCE	300	LF	\$ 10.00	\$ 3,000.00	\$ 5.75	\$ 1,725.00	\$ 10.00	\$ 3,000.00	\$ 4.30	\$ 1,290.00	\$ 15.20	\$ 4,560.00	\$ 14.00	\$ 4,200.00
11.1	MONUMENT PRESERVATION OR REPLACEMENT	1	LS	\$ 1500.00	\$ 1,500.00	\$ 1000.00	\$ 1,000.00	\$ 2500.00	\$ 2,500.00	\$ 1000.00	\$ 1,000.00	\$ 1515.00	\$ 1,515.00	\$ 450.00	\$ 450.00
11.2	MOBILIZATION	1	LS	\$ 4500.00	\$ 4,500.00	\$ 1200.00	\$ 1,200.00	\$ 5500.00	\$ 5,500.00	\$ 5000.00	\$ 5,000.00	\$ 4450.00	\$ 4,450.00	\$ 11,850.00	\$ 11,850.00
11.3	CONCRETE WASHOUT	1	LS	\$ 950.00	\$ 950.00	\$ 450.00	\$ 450.00	\$ 1000.00	\$ 1,000.00	\$ 1000.00	\$ 1,000.00	\$ 252.00	\$ 252.00	\$ 550.00	\$ 550.00
	Total 15th Street Construction Cost				\$ 61,457.00		\$ 63,444.00		\$ 67,585.00		\$ 61,980.50		\$ 67,348.00		\$ 72,890.00
TOTAL BID				\$94,614.50		Apparent Low Bidder \$98,774		\$113,890.00		\$115,789.00		\$127,274.00		\$129,785.00	



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.a.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution terminating the existing 28E Agreement between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights for the operation of a Metro Home Improvement Program

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: In 2004, the City of West Des Moines began administering WestHELP. It was an owner-occupied rehabilitation program in partnership with the cities of Clive, Johnston, Urbandale, and Windsor Heights. In 2007, the program was expanded to also include the cities of Altoona, Ankeny, Bondurant, Grimes, Pleasant Hill, and Polk City. Additionally, the name of the program was changed to the Metro Home Improvement Program (MHIP). Since 2007, the cities of Clive, Johnston, and Pleasant Hill have decided to exit the program.

In April 2015, the cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, Windsor Heights, and West Des Moines entered into a 28E Agreement for the operation of the MHIP. As of today, there are eight participating cities: Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, Windsor Heights, and West Des Moines. The City of West Des Moines has been administering this program since its inception in 2004. With recent staffing changes, the City of West Des Moines evaluated their housing needs, staff time, and availability of other organizations to provide administrative services. It was determined that MHIP would best be administered by the Mid-Iowa Planning Alliance, who also administers other housing efforts. MIPA was formed in 2021 to assist its regional member communities by providing technical support with the intent of improving economic growth and living conditions throughout the region. MIPA already provides administration for other housing rehabilitation programs within their service area, so their staff will have the appropriate expertise and experience to administer MHIP.

The MHIP Management Committee met and approved the recommendation to allow MIPA to administer this housing rehabilitation program. Housing staff have been working closely with the staff from MIPA on this transition to make the move as seamless as possible. The current 28E Agreement will be terminated and a 28E Agreement has been prepared with MIPA as the administrator of the program. The

effective date of the 28E Agreement is October 1, 2024. The attached resolution terminates the existing 28E agreement related to the Metro Home Improvement Program and the next item on the agenda adopts the new 28E to establish the program with MIPA as the administrating entity.

FUNDING SOURCE: The City of Bondurant's maximum financial impact is one eighth (1/8) of the administrative cost each year (usually around \$8,000) and \$30,000 every other year applied towards the local required rehabilitation dollar match for the owner-occupied housing rehabilitation program, MHIP. The program is available for qualifying residents.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-205
2. MHIP 28E termination agreement - FINAL

CITY OF BONDURANT
RESOLUTION NO. 240916-205

**RESOLUTION TERMINATING CHAPTER 28E AGREEMENT BY AND BETWEEN
THE CITY OF ALTOONA, CITY OF ANKENY, CITY OF BONDURANT, CITY OF
GRIMES, CITY OF POLK CITY, CITY OF URBANDALE, CITY OF WEST DES
MOINES AND CITY OF WINDSOR HEIGHTS, IOWA**

WHEREAS, on April 1, 2015, the Cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, West Des Moines and Windsor Heights entered into an Intergovernmental Agreement for the administration of the Metro Home Improvement Program pursuant to Iowa Code Chapter 28E; and

WHEREAS, the cities of Johnston and Pleasant Hill have previously terminated their participation in the Agreement; and

WHEREAS the Agreement provides for its termination upon mutual agreement of the parties; and

WHEREAS, following proper notice as provided by the 28E Agreement, the parties have mutually agreed to terminate the 28E Agreement, effective September 30, 2024.

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

1. Termination of Chapter 28E Agreement by and between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights, Iowa is approved, effective September 30, 2024 ("Termination Agreement").
2. The City of Bondurant agrees to abide by the terms and conditions set forth in the Termination Agreement regarding the City's rights and responsibilities under the Intergovernmental Agreement for the administration of the Metro Home Improvement Program between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights dated April 1, 2015.
3. The Mayor is authorized to sign the Termination Agreement and the City Clerk is directed to attest to the Mayor's signature.
4. Proper filing with the Iowa Secretary of State shall occur as set forth in the Termination Agreement.

PASSED AND APPROVED on the 16th day of September 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Prepared by: Jessica D. Grove, Deputy City Attorney, P.O. Box 65320, West Des Moines IA 50265; 515-222-3474
Return to: City Clerk, PO Box 65320, West Des Moines, IA 50265

**TERMINATION OF CHAPTER 28E AGREEMENT BY AND BETWEEN THE CITY OF
ALTOONA, CITY OF ANKENY, CITY OF BONDURANT, CITY OF GRIMES, CITY OF POLK
CITY, CITY OF URBANDALE, CITY OF WEST DES MOINES AND THE CITY OF WINDSOR
HEIGHTS**

This TERMINATION of Chapter 28E Agreement ("28E Agreement") by and between the CITY OF ALTOONA ("Altoona"), the CITY OF ANKENY ("Ankeny"), the CITY OF BONDURANT ("Bondurant"), the CITY OF GRIMES ("Grimes"), the CITY OF POLK CITY ("Polk City"), the CITY OF URBANDALE ("Urbandale"), the CITY OF WEST DES MOINES ("West Des Moines"), and the CITY OF WINDSOR HEIGHTS ("Windsor Heights"): The above-named cities will be referred to individually as an "Authority Member" and collectively referred to as "Authority members" made as of the date set forth below:

WHEREAS, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights are municipal corporations of the State of Iowa; and

WHEREAS, on April 1, 2015, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights entered into an Agreement for the operation of a Metro Home Improvement Program ("MHIP") for housing rehabilitation within their respective communities pursuant to Iowa Code Chapter 28E, ("28E Agreement"); and

WHEREAS, the 28E Agreement became effective April 1, 2015 and will continue until terminated by mutual agreement of the Authority Members; and

WHEREAS, the Cities of Johnston and Pleasant Hill previously terminated their participation pursuant to the terms of the 28E Agreement; and

WHEREAS, the remaining Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights agree to terminate the 28E Agreement effective October 1, 2024.

NOW, THEREFORE, in consideration of the mutual undertakings hereby provided, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights hereby agree as follows:

- (A) The 28E Agreement shall terminate at 11:59:59 p.m. on September 30, 2024. This Termination Agreement shall be enforceable upon its approval and execution by all parties and its filing with the Secretary of State, but its effective date shall be 11:59:59 p.m. on September 30, 2024. The City of West Des Moines shall cause the executed Termination Agreement to be recorded and filed and shall send the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale and Windsor Heights a copy with the recording and filing data shown. Each such copy shall be considered an original of this Agreement.
2. The City of West Des Moines shall do the following:
- (A) Fulfill their budgetary requirements for FY23/24. Ending on September 30, 2024; and
 - (B) Transfer any Program Costs held by the City of West Des Moines to Mid Iowa Planning Alliance (“MIPA”) on or before October 8, 2024; and
 - (C) File a new 28E Agreement between the remaining Cities and MIPA with the Iowa Secretary of State on or before October 1, 2024, upon approval of all member cities; and
 - (D) Regardless of this termination, any liabilities that occurred prior to the termination effective date shall be paid pursuant to the 28E Agreement.

CITY OF ALTOONA

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Altoona, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF ANKENY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Ankeny, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF BONDURANT

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Bondurant, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF GRIMES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Grimes, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF POLK CITY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Polk City, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF URBANDALE

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Urbandale, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WEST DES MOINES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of West Des Moines, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WINDSOR HEIGHTS

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.b.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution approving 28E Agreement for Operation of the Metro Home Improvement Program

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: In July 2007, the Metro Home Improvement Program (MHIP) was formed. The Metro Home Improvement Program is a collaborative effort of eight metro cities with the purpose to preserve affordable housing in these communities. The participating cities are Ankeny, Altoona, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights. The program has a Management Committee, consisting of one representative from each city, which oversees the policy decisions of the program. Assistance is for housing repairs and correcting code violations. The awards are in the form of a five-year forgivable loans to eligible households with income less than 80% of the area median income. Eligible property types are single family dwellings and do not include mobile homes, homes being purchased on contract, duplexes or rental units. The house assisted must be the primary residence of the applicant. WestHELP, the program that was the forerunner to MHIP, was in existence for five years and assisted over 78 homes.

The Metro Home Improvement Program is currently administered by the City of West Des Moines. The program is funded through the participating cities and the Polk County Housing Trust Fund. The administration of the program is being transferred to the Mid-Iowa Planning Alliance (MIPA), who also administers other housing programs for regional entities.

The 28E Agreement was then discussed. The agreement will be updated to reflect MIPA as the coordinating Agency for the program. West Des Moines will assume a role as just a participating city. It was discussed whether we would like to add additional cities at this time. Christine Gordon & MIPA will reach out to Johnston, Pleasant Hill, Clive and Mitchellville to see if they would be interested in participation again. Their participation (if interested) would not be reflected on the current grant application. Christine Gordon was going to work with West Des Moines Legal team to finalize an update to the 28E agreement and prepare a Termination of the current agreement. Once finalized –

FUNDING SOURCE: General Fund/Property Taxes

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-206
2. 28E - MetroHIP 28E MIPA 2024 FINAL READY FOR SIGNATURES

CITY OF BONDURANT
RESOLUTION NO. 240916-206

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A 28E
AGREEMENT BETWEEN THE CITIES OF ALTOONA, ANKENY, BONDURANT,
GRIMES, POLK CITY, URBANDALE, WEST DES MOINES, WINDSOR HEIGHTS
AND THE MID IOWA PLANNING ALLIANCE FOR COMMUNITY DEVELOPMENT**

WHEREAS the cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights (“Cities”) and the Mid Iowa Planning Alliance for Community Development (“MIPA”) desire to enter into a new agreement under the provisions of Chapter 28E of the Code of Iowa, wherein MIPA will administer the Metro Home Improvement Program (“Program”); and

WHEREAS the 28E Agreement defines the responsibilities and financial obligations of the parties in order to provide the Program; and

WHEREAS under Chapter 28E of the Code of Iowa, West Des Moines agrees to formalize its responsibilities by entering into a 28E Agreement with the above Cities and the MIPA; and

WHEREAS it is in the best interests of the community to continue to support this Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST DES MOINES, IOWA

1. The 28E Agreement for the Program between the Cities and MIPA is hereby approved.
2. The Mayor is authorized to sign the 28E Agreement for the Program and the City Clerk is directed to attest to the Mayor’s signature on the 28E Agreement
3. The 28E Agreement is authorized to be filed in the office of the Iowa Secretary of State and all thing necessary to place said 28E agreement in full force and effect in accordance with Chapter 28E, Code of Iowa.

PASSED AND APPROVED on the 16th day of September 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

**28E AGREEMENT FOR OPERATION OF THE
METRO HOME IMPROVEMENT PROGRAM**

THIS AGREEMENT made and entered into the ____ day of _____, 2024 by and between the CITY OF ALTOONA (“Altoona”), the CITY OF ANKENY (“Ankeny”), the CITY OF BONDURANT (“Bondurant”), the CITY OF GRIMES (“Grimes”), the CITY OF POLK CITY (“Polk City”), the CITY OF URBANDALE (“Urbandale”), the CITY OF WEST DES MOINES (“West Des Moines”), and the CITY OF WINDSOR HEIGHTS (“Windsor Heights”), each of which to be referred to individually as an “Authority Member” and collectively referred to as “Authority Members”, and the MID IOWA PLANNING ALLIANCE FOR COMMUNITY DEVELOPMENT (“MIPA”).

WHEREAS, the cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines, and Windsor Heights are municipal corporations organized and existing under the laws of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E; and

WHEREAS, MIPA is a private agency as defined in Iowa Code Chapter 28E and is a non-profit corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, each city is willing to share certain costs for the operation of a Metro Home Improvement Program for housing rehabilitation within their respective communities (hereinafter referred to as “Metro Home Improvement Program”); and

WHEREAS, public agencies may enter into agreements for joint and cooperative action with public or private entities pursuant to Iowa Code Chapter 28E; and

WHEREAS, all cities find that joint and cooperative action will be to their mutual advantage; and

WHEREAS, all cities believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the Metro Home Improvement Program, which agreement

will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines, Windsor Heights, and MIPA that:

1. DEFINITIONS:

- A. PROGRAM: For the purposes of this Agreement, the term “Program” shall mean creation of office facilities for and operation of the Metro Home Improvement Program.
- B. SERVICE AREA: For the purpose of this Agreement, the term “Service Area” shall mean the geographical area within the Authority Members’ combined corporate limits within Polk County as they exist on the effective date of this Agreement and as they may change in the future, as well as the geographical area of new Authority Members that may join the Agreement in the future.
- C. COORDINATING AGENCY: For purposes of this Agreement, the term “Coordinating Agency” shall mean Mid Iowa Planning Alliance for Community Development.

2. MANAGEMENT COMMITTEE:

- A. POWERS. The Agreement shall be administered by the Management Committee, which, except where this Agreement delegates or reserves powers to one or all cities, or to an Authority Member, shall make the managerial decisions necessary to accomplish the purposes of this Agreement. In addition to powers thus implied, the Management Committee shall by means of the budget procedures provided in paragraph B below, recommend to each Council the initial levels of staffing and equipping of the Program and future staffing, equipment, and budget.

The Management Committee shall establish written policies pertaining to the operational procedures of the Program. Mid-Iowa Planning Alliance shall be responsible for daily operational decisions.

- B. BUDGET. Except for the initial year of operation, annually, at least 120 days prior to date City budgets are required to be filed with the County Auditor, the Coordinating Agency shall deliver to the City Manager/City Administrator of each Member for their review and approval a proposed Budget for the next fiscal year which shall be subject to the approval of the respective Authority Member City Councils. In the event the proposed Budget is not approved by all Authority Member City Councils, the Authority Members' Budget for the current year, adjusted for inflation (Consumer Price Index for the U.S. average for all Midwest urban consumers) shall remain in effect until approval of the new Budget is given by all Authority Members' councils. The Budget may be amended with the approval of all Authority Members' councils.
- C. COMPOSITION. The Management Committee shall consist of one (1) representative from each Authority Member. Each Authority Member may designate alternate representative(s) to serve in the absence of Management Committee members.
- D. MEETINGS. The Management Committee shall meet at least once each calendar year and at such other times as it deems necessary. A special meeting may be called by the Coordinating Agency or any three (3) representatives of the Committee. At any meeting, each representative shall have one (1) vote. A quorum shall consist of a number equal to fifty percent (50%) of the total Management Committee's voting representatives plus one (1). Except as

otherwise provided herein, decisions of the Management Committee shall be made by a majority vote of the Committee representatives present constituting a quorum. Minutes of all meetings shall be taken by the Coordinating Agency who shall cause all minutes to be forwarded to the representative of Authority Member. Because the Management Committee and the Sub-Committees thereof are created by Authority Member City Councils, and make budget and other recommendations, the Management Committee and Sub-Committees thereof shall be deemed to constitute governmental bodies subject to the open meetings and open records law of Iowa, to wit: Chapters 21 and 22, Code of Iowa.

- E. **PROFESSIONAL SERVICES:** The Management Committee shall have authority within the appropriate budget to engage legal and other professional services as may be necessary.
- F. **SUB-COMMITTEES:** The Management Committee may establish any sub-committees it feels are necessary to operate the Program.

3. **COORDINATING AGENCY:** MIPA shall be the Coordinating Agency for the Program and hereby consents to such designation. Authority Members agree that:

- A. The Coordinating Agency shall act as the contracting authority for the Management Committee and will advertise for and hold the letting of all bids required of this Project.
- B. Subject to review by the Management Committee, the Coordinating Agency shall employ all regular and probationary employees needed for the operation of the Program to carry out the purposes of this Agreement.
- C. The Coordinating Agency shall have custody of and maintain all books and records of the Project on behalf of the individual Authority Members. Authority

Members shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Project. The books and records of the Project shall be deemed to be the books and records of Authority Members individually with undivided ownership interests in proportion to their respective contributions to the Authority Member Budget plus original documented contributed capital, and neither the Authority Member nor the Coordinating Agency shall be deemed to possess an ownership interest by virtue of custody or the obligation to maintain said books and records.

- D. Pursuant to policies and procedures adopted by the Management Committee and the Authority Member's adopted budget, the Coordinating Agency shall, through its accounts payable system, pay all bills of the Metro Home Improvement Program.

4. PROGRAM COSTS:

- A. **OPERATING COSTS:** Annual operating costs shall include but not be limited to personnel, office equipment and supplies, computer and software, conferences and training, travel and meeting expenses, financial audits, and such other costs as may be determined by the Management Committee.
- B. **GRANT FUNDS:** Any grant funds received for the Program shall be jointly shared by all communities. During each year this Agreement is in place, each Authority Member will contribute one eighth (1/8) of the cost to administer the program. It is anticipated that all Authority Members will expend an equal allocation of grant funds and contribute a corresponding equal share to cover program costs. Semi-annually during the pendency of this Agreement, the Program Administrator will prepare a percentage comparison of the grant funds

allocated to each of the Authority Members. If such analysis determines that any Authority Member is not utilizing its full share of grant funds; that Member may then elect to relinquish a portion of their funds to any of the other members per the direction of the Management Committee. In turn, that Member's cost assessment will be reduced and the receiving Members cost assessment will be increased by a percentage equal to the amount transferred.

- C. **INSPECTION COSTS:** Any cost incurred by any City in the preparation of work write-ups and inspection of work performed shall be the cost of each respective City.

5. DIVISION OF ANNUAL OPERATING COSTS: Each party to the Agreement shall annually budget for operating costs. Each City will remit payment to MIPA on an annual basis its share of annual operating costs; each cities' share being equal to the total operating cost divided by eight (8). Any difference between actual and budgeted expenditures shall be an adjustment to the following year's payment of costs on a pro-rata basis based on the percentage of actual dwelling units assisted in each City.

6. INDEMNIFICATION: Each party agrees to indemnify and to hold the other parties, their elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any fiscal obligations herein), or b) by reason of the torts of the indemnifying party. This Agreement shall not extend the liability of any Authority Member or MIPA and each Authority Member, MIPA, and the Management Committee are authorized to insure any and all liabilities which may be

incurred as

a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification.

7. **AGREEMENT – METHOD OF APPROVAL:** The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this Agreement.

8. **AGREEMENT – FILING WITH SECRETARY OF STATE:** When this Agreement has been approved by the parties hereto, this Agreement shall be electronically filed with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

9. **AGREEMENT – EFFECTIVE DATE:** This Agreement shall become effective on October 1, 2024.

10. **AGREEMENT – SUBJECT TO GRANT FUNDING:** The terms of this Agreement are predicated and conditioned upon the ability of MIPA to obtain grant funding for the Program. Should this method of financing be unavailable or unacceptable, MIPA may so notify the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights and this Agreement shall be null and void.

11. **DURATION AND TERMINATION:** This Agreement shall be effective from the date herein provided until terminated as herein provided. An Authority Member wishing to terminate participation must give one-year advanced notice to all other members not later than December 31st of any given year. Otherwise, this Agreement shall continue until terminated by mutual agreement of the Authority Members.

12. **NOTICES:** Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

A. Notices to Altoona shall be addressed: City Administrator, City of Altoona, P. O.

Box 338, Altoona, IA 50009

- B. Notices to Ankeny shall be addressed: City Manager, City of Ankeny, 410 W. 1st Street, Ankeny, IA 50023
- C. Notices to Bondurant shall be addressed: City Administrator, City of Bondurant, P.O. Box 37, Bondurant, IA 50035
- D. Notices to Grimes shall be addressed: City Administrator, City of Grimes, 101 N. E. Harvey Street, Grimes, IA 50111
- E. Notices to Polk City shall be addressed: City Administrator, City of Polk City, P.O. Box 426, Polk City, Iowa 50226
- F. Notices to Urbandale shall be addressed: City Manager, City of Urbandale, 3600 86th Street, Urbandale, Iowa 50322
- G. Notices to West Des Moines shall be addressed: City Manager, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
- H. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324
- I. Notices to Mid Iowa Planning Alliance for Community Development shall be addressed: 939 Office Park Road, Suite 306, West Des Moines, IA 50265
- J. If during the term of this Agreement any City shall change the address of its City Hall or seat of municipal government, it shall notify the others of said new address and the new address shall be by mutual agreement substituted for the address herein provided.

13. **ARBITRATION:** Should the parties be unable to agree upon the allocation of costs among them, or should any other dispute arise concerning the interpretation or operation of this Agreement which the parties are unable to resolve, then any such dispute may be

submitted to non-binding arbitration by an arbitrator mutually agreeable to the parties; or, in the absence of such agreement, to an arbitrator chosen by the Chief Judge of the Fifth Judicial District of the State of Iowa. In addition to any other remedies available under applicable law, the parties shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

14. GOVERNING LAW; JURISDICTION: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by any Party in connection with this Agreement shall be heard and tried in Polk County District Court, Des Moines, Iowa.

15. MODIFICATION OF THE AGREEMENT AND ADDITIONAL MEMBERS: Modifications to this Agreement shall require the approval by resolution of all Authority Members' City Councils at the time of the proposed modification. If a new community desires to join this Agreement, all Authority Members and MIPA must agree to the additional community. Upon approval, an Amendment shall be prepared and is not effective until approved as stated in provision 7 of this Agreement.

16. SIGNATURE PAGES: Each Participating Community and MIPA approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize West Des Moines to assemble the signature pages and append same to copies of this Agreement, and to electronically file the Agreement with the Secretary of State.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

CITY OF ALTOONA

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Altoona, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF ANKENY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Ankeny, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF BONDURANT

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Bondurant, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF GRIMES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Grimes, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF POLK CITY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Polk City, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF URBANDALE

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Urbandale, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WEST DES MOINES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of West Des Moines, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WINDSOR HEIGHTS

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

Mid Iowa Planning Alliance for Community Development

By: _____
_____, _____
Name Title

STATE OF IOWA)
)ss:
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____,
2024, by _____ as _____ of Mid Iowa Planning Alliance for Community Development.

Notary Public



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.c.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution considering submitted Civic Campus North Preliminary Plat

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: For review by the Planning & Zoning Commission is recommended approval of the Civic Campus North Preliminary Plat. The preliminary plat applicant is the City of Bondurant. The preliminary plat was submitted by Veenstra & Kimm, INC. The Civic Campus North Preliminary Plat development proposes 3 lots, two designated for commercial development and one lot for public use development. This preliminary plat area is located south of the 2nd Street NE and Hubbell Avenue NE/US Highway 65 intersection. The preliminary plat area is located to the west of the newly created Campus Drive SE and north of the extended Courtyard Drive SE. The Civic Campus North Preliminary Plat development area is highlighted below.

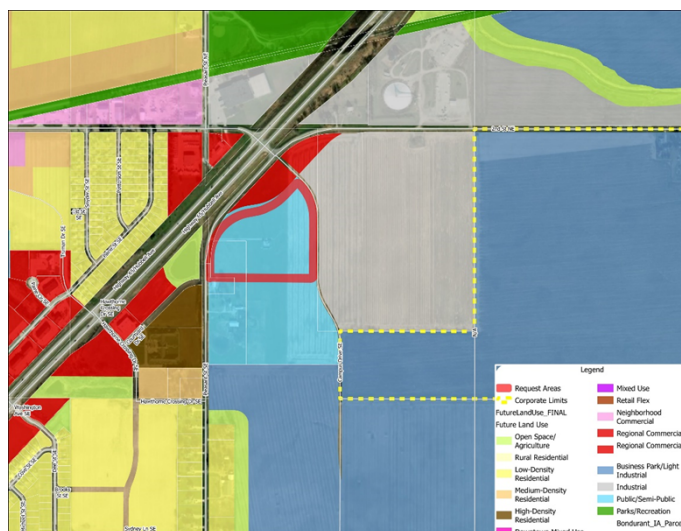


When considering preliminary plat requests, the Planning & Zoning Commission and

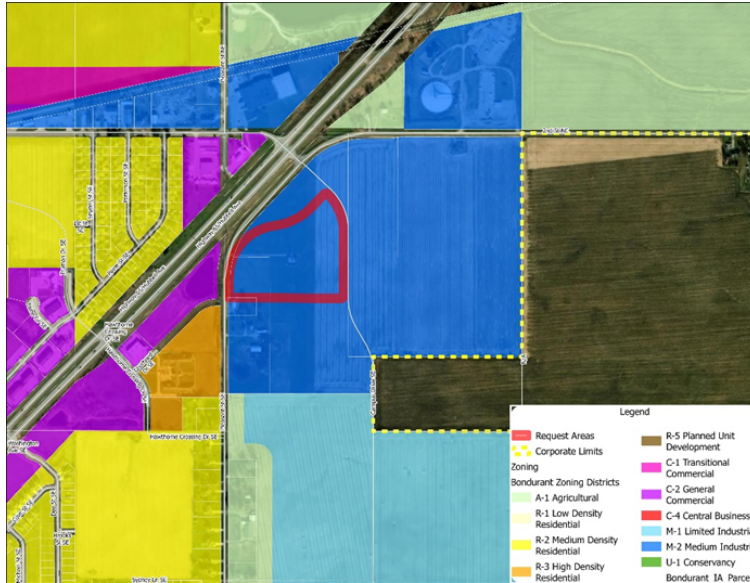
City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City Officials and Private Utilities.

When considering preliminary plat requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map - the proposed public use is consistent with the 2022 Future Land Use Map. The proposed general commercial use is not consistent with the 2022 Future Land Use Map. The City has requested a Future Land Use Map amendment and a rezoning request to allow for the general commercial use. The Civic Campus North Preliminary Plat is outlined below on the 2022 Future Land Use Map.



Zoning – The Civic Campus North Preliminary Plat area is currently zoned M-2 Medium Industrial. The City has requested a rezoning request to rezone Lots 1 and 2 of the Preliminary Plat area to the General Commercial (C-2) District. These bulk regulations are reflected on the submitted preliminary plat. The Civic Campus North Preliminary Plat is highlighted below on the City's Zoning Map.



Parkland Dedication – No parkland dedication is required for commercial/industrial subdivisions. Public trails are placed throughout the preliminary plat area.

Streets – the Civic Campus North development area will be accessed from the future Campus Drive SE and Courtyard Drive SE. Lots 1 and 2 of the development area will have access from the realigned Pleasant Street SE.

Pedestrian Connections – the Preliminary Plat shows a public trails located around the proposed detention ponds.

Utilities - the preliminary plat shows the proposed utilities on page C4.

FEMA Floodplain – This property is not subject to FEMA Floodplain requirements.

Stream Buffer Ordinance – This property is not subject to the City's Stream Buffer Ordinance.

Comments from City Officials and Utilities -

Below is a summary of comments received:

- City Engineering - Bob Veenstra, City Engineer, reviewed and provided his initial feedback on the preliminary plat submitted. The attached resolution factors in any additional review comments by this department.
- Public Works – John Horton, Public Works Director, reviewed and provide his initial feedback on the preliminary plat submitted. The attached resolution takes into account if any changes are requested by this department.

- Emergency Services – Troy Harmison, Fire Inspector, reviewed and provide his initial feedback on the preliminary plat submitted. The attached resolution takes into account if any changes are requested by this department.

FUNDING SOURCE: Capital Project fund support by TIF/GO Bonds

STAFF RECOMMENDATION: The Planning and Zoning Commission will review the submitted Preliminary Plat at their September 12, 2024 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-207
2. Civic Campus North Preliminary Plat

CITY OF BONDURANT
RESOLUTION NO. 240916-207

RESOLUTION REGARDING APPROVAL THE CIVIC CAMPUS NORTH
PRELIMINARY PLAT

WHEREAS Veenstra & Kimm, Inc has submitted the Civic Campus North Preliminary Plat; AND

WHEREAS, the owner of the property is the City of Bondurant, AND

WHEREAS this Civic Campus North Preliminary Plat is described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 00°06'23" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 32, A DISTANCE OF 1460.01 FEET; THENCE NORTH 89°53'37" EAST, 33.00 FEET TO THE EXISTING EAST RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 00°06'23" WEST ALONG SAID EXISTING RIGHT OF WAY, 3.88 FEET TO AN EXISTING RIGHT OF WAY EASEMENT RECORDED IN BOOK 4725 PAGE 399; THENCE NORTH 89°53'37" EAST ALONG SAID EXISTING RIGHT OF WAY, 17.00 FEET; THENCE NORTH 00°06'23" WEST ALONG SAID EXISTING RIGHT OF WAY, 144.90 FEET; THENCE NORTHERLY ALONG SAID EXISTING RIGHT OF WAY AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 768.51 FEET, WHOSE ARC LENGTH IS 242.00 FEET AND WHOSE CHORD BEARS NORTH 08°51'28" EAST, 241.00 FEET TO A POINT OF NON-TANGENCY AND TO THE ACQUISITION AREA RECORDED IN BOOK 19672 PAGE 828; THENCE NORTHEASTERLY ALONG SAID ACQUISITION AREA AND A CURVE CONCAVE SOUTHEREASTERLY WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 457.50 FEET AND WHOSE CHORD BEARS NORTH 54°40'05" EAST, 438.88 FEET; THENCE NORTHEASTERLY ALONG SAID ACQUISITION AREA AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 540.00 FEET, WHOSE ARC LENGTH IS 376.76 FEET AND WHOSE CHORD BEARS NORTH 63°10'22" EAST, 369.16 FEET; THENCE NORTH 43°11'06" EAST SAID ACQUISITION AREA, 153.96 FEET; THENCE EASTERLY ALONG SAID ACQUISITION AREA AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 40.06 FEET AND WHOSE CHORD BEARS NORTH 89°05'12" EAST, 35.91 FEET; THENCE SOUTHERLY ALONG SAID ACQUISITION AREA AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 377.52 FEET AND WHOSE CHORD BEARS SOUTH 22°28'48" EAST, 367.87 FEET; THENCE SOUTH 00°03'06" WEST ALONG SAID ACQUISITION AREA, 558.91 FEET; THENCE SOUTHWESTERLY ALONG SAID ACQUISITION AREA AND A CURVE CONCAVE

NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.34 FEET AND WHOSE CHORD BEARS SOUTH 45°07'47" WEST, 35.40 FEET; THENCE NORTH 89°47'32" WEST ALONG SAID ACQUISITION AREA, 997.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.68 ACRES (682,858 SQUARE FEET) THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, hereby approves the submitted Civic Campus Preliminary Plat.

Passed this 16th day of September 2024,

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

PLOTTED: Thursday, August 29, 2024 1:41:35 PM

X-REFS: bondurant-ci & 42892-CIVIC CAMPUS NORTH & 42892-LOTS & 42892 - SURVEY BASE
FILE PATH: \\V-K-FSWDM\SHARE\0400\0428-BONDURANT\0428-0112_CIVIC_CAMPUS_NORTH_PLATTING\CADD_PRODDRAWINGS\28112-COVER SHEET

GENERAL LEGEND

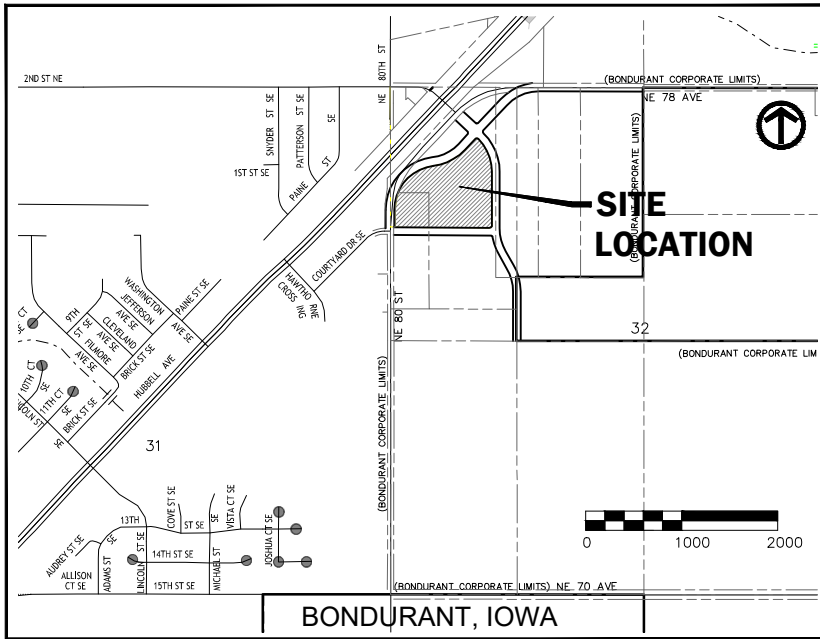
	SURVEY LINE & STATION INDICATOR		CULVERT: SIZE AND TYPE
	CONCRETE SURFACE		FLARED END SECTION
	ASPHALT SURFACE		RAILROAD
	CONCRETE W/ASPHALT OVERLAY		MAILBOX
	LOW GRADE ASPHALT SURFACE		FENCE (MISC.)
	GRANULAR SURFACE		SECURITY FENCE
	DIRT SURFACE		WOOD FENCE
	BRICK SURFACE		SILT FENCE
	SURFACING REMOVAL/REPLACEMENT		CHAIN LINK FENCE
	EARTH SECTION		PROPERTY LINE
	NEW SEWER/MANHOLE		PROPERTY PIN
	NEW SEWER/INTAKE		SECTION CORNER
	NEW WATER MAIN		PLAT BOUNDARY
	NEW FORCE MAIN		BUILDING
	NEW HYDRANT		ELEVATION MARKER
	NEW WATER VALVE		CENTERLINE
	EXISTING SANITARY SEWER AND SIZE		DIAMETER
	EXISTING STORM SEWER AND SIZE		ELEVATION
	EXISTING WATER MAIN AND SIZE		POLYVINYLCHLORIDE PIPE
	EXISTING FORCE MAIN AND SIZE		CAST IRON PIPE
	GAS MAIN AND SIZE		DUCTILE IRON PIPE
	UNDERGROUND POWER LINE		CORRUGATED METAL PIPE
	OVERHEAD POWER LINE		VITRIFIED CLAY PIPE
	UNDERGROUND TELEPHONE LINE		REINFORCED CONCRETE PIPE
	CABLE TELEVISION LINE		REINFORCED CONCRETE ARCH PIPE
	FIBER OPTICS		LINED REINFORCED CONCRETE PIPE
	TOP OF EMBANKMENT		LINED CONCRETE PRESSURE PIPE
	TOE OF EMBANKMENT		STATION
	DRAINAGE COURSE		LINE AHEAD
	SANITARY MANHOLE		LINE BACK
	STORM WATER MANHOLE		BENCH MARK AND NUMBER
	ELECTRIC MANHOLE		RIGHT-OF-WAY
	TELEPHONE MANHOLE		POINT OF INTERSECTION
	WATER MANHOLE		POINT ON TANGENT
	CURB INTAKE		LINEAR FEET
	AREA OR BEEHIVE INTAKE		TACKED HUB
	EXISTING HYDRANT		SOIL BORING AND NUMBER
	EXISTING WATER VALVE		POINT OF VERTICAL CURVATURE
	GAS VALVE		POINT OF VERTICAL TANGENCY
	UTILITY POLE		VERTICAL CURVE
	GUY ANCHOR		POINT OF CURVATURE
	STREET LIGHT		POINT OF TANGENCY
	SIGN		MIDDLE ORDINATE
	TELEPHONE CABLE JUNCTION BOX		DRAWING
	TRAFFIC SIGNALS		CONTROL POINT AND NUMBER
	PEDESTRIAN CONTROL LIGHT		TYPICAL
	RAILROAD CONTROL LIGHT		HIGH PRESSURE GAS
	RAILROAD SIGN		INTERMEDIATE PRESSURE GAS
	UTILITY ACCESS COVER		INVERT
	PARKING METER		EACH WAY, EACH FACE
	TREE		EACH WAY
	EVERGREEN		AT
	STUMP		DRAWING NUMBER
	BUSH, SHRUB OR HEDGE		

NOTE: THIS IS A GENERAL LEGEND. ITEMS MAY OR MAY NOT APPEAR ON DRAWINGS.

PRELIMINARY PLAT FOR CIVIC CAMPUS NORTH S32-T80N-R22W BONDURANT, IOWA

VICINITY MAP

NOT TO SCALE



SHEET INDEX

NO.	SHEET TITLE
C1	PRE-PLAT COVER SHEET
C2	PRE-PLAT LAYOUT SHEET
C3	PRE-PLAT GRADING SHEET
C4	PRE-PLAT UTILITY SHEET

HORIZONTAL DATUM IS IOWA STATE PLANE,
SOUTH VERTICAL DATUM IS NAVD88 BOTH
ARE IN U.S. SURVEY FEET

CONTROL POINTS

Point #	NAME	Northing	Easting	Elevation
100	CP-100	620416.41	1658038.38	963.30
101	CP-101	620416.89	1656965.13	968.14
102	CP-102	620401.55	1656568.02	971.17
103	CP-103	620113.09	1656003.13	976.08
104	CP-104	619518.19	1655447.17	976.59
105	CP-105	618976.71	1655342.25	980.68
106	CP-106	620437.70	1658554.95	962.73
107	CP-107	620468.03	1659083.20	961.14
108	CP-108	620437.01	1659661.81	958.54

LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SITE ADDRESS
SECTION 32-T80N-R22W
BONDURANT, IA 50322

SITE AREA
15.76 ACRES (686442 SQ. FT.)

ZONING
EXISTING: M-2 MEDIUM INDUSTRIAL
ADJACENT ZONING:
NORTH STREET ROW
EAST STREET ROW
WEST STREET ROW
SOUTH CITY OF BONDURANT
PROPOSED: C-2 GENERAL COMMERCIAL

SETBACKS	EXISTING	PROPOSED
FRONT SETBACK:	30'	30'
SIDE SETBACK:	20'	11"
REAR SETBACK:	40'	25'

MAXIMUM HEIGHT
80 FT, WITH AN ADDITIONAL 12 FEET (1 STORY) OF HEIGHTS PERMITTED FOR EVERY 10 FEET OF ADDITIONAL BUILDING SETBACK FOR AN OVERALL MAXIMUM OF NO MORE THAN AN AVERAGE OF 104 FEET BUILDING HEIGHT FROM FINISHED FLOOR.

NUMBER OF STORIES
3 WITH UP TO AN ADDITIONAL 5 WITH SUPPLEMENTAL SETBACK.

BUILDINGS
EXISTING: CELL TOWER TO REMAIN

SIGNS
NO SIGNS ARE PROPOSED AT THIS TIME

DISTURBED AREAS
ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED.
THE DISTURBED AREA FOR THIS SITE IS GREATER THAN 1 ACRE,
THEREFORE A NPDES PERMIT IS REQUIRED.

GEOTECHNICAL REPORT
A GEOTECHNICAL REPORT IS UNAVAILABLE AT THIS TIME.

LEAKING UNDERGROUND STORAGE TANKS
THIS SITE IS NOT A LUST SITE

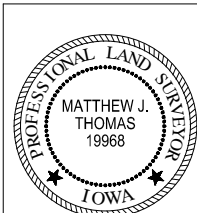
FLOODPLAIN
PER FEMA MAP #19153C0235F, THE SITE IS LOCATED IN ZONE X, WHICH DESCRIBES AREA OF MINIMAL FLOOD HAZARD.

CITY PLANNER
CITY OF BONDURANT
200 2ND ST NE BOX 37
BONDURANT, IOWA 50035
PROJECT CONTACT: ISAAC PEZLEY
PHONE: 515-967-2418
EMAIL: IPEZLEY@CITYOFBONDURANT.COM

ENGINEER / LAND SURVEYOR
VEENSTRA & KIMM, INC
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
PROJECT CONTACT: GREG ROTH
PHONE: 515-225-8000
EMAIL: GROTH@V-K.NET

CITY CONTACT
CITY OF BONDURANT
200 2ND ST NE BOX 37
BONDURANT, IOWA 50035
PROJECT CONTACT: MAGGIE MURRAY
PHONE: 515-630-6985
EMAIL: PLANNING@CITYOFBONDURANT.COM

PROPERTY OWNER / APPLICANT
CITY OF BONDURANT
200 2ND ST NE BOX 37
BONDURANT, IA 50035
PHONE: 515-967-2418



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

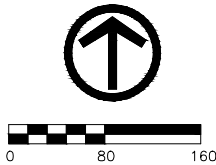
Matthew J. Thomas, P.L.S. Date
License number: 19968
My license renewal date is December 31, 2025
Pages or sheets covered by this seal:

DATE	REVISIONS	SCALE	AS NOTED		CIVIC CAMPUS NORTH CITY OF BONDURANT 3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)	PRE-PLAT COVER SHEET	DWG. NO.
		DRAWN	BJL				C1
		CHECKED	MJT				
		APPROVED	MJT				
		DATE	08-29-24				
		ISSUED FOR	1ST SUBMITTAL				PROJECT 428112

PLOTTED: Thursday, August 29, 2024 1:41:55 PM

X-REFS: 42892 - SURVEY BASE & 42892 - TOPO & 42892-PAVE & Bondurant Civic MP Base_12-07-2023 & 428112-SITE-CIVIC CAMPUS
FILE PATH: \\K-FSW\DWG\SHARE\0400\0428-BONDURANT\0428-0112_CIVIC_CAMPUS_NORTH_PLATTING\CADD_PRODDRAWINGS\428112-CIVIC CAMPUS NORTH

NW CORNER
SEC 32-80-22
STUBBY NAIL



HAWTHORNE
CROSSING

SEE DETAIL "A"

HAWTHORNE
CROSSING

NE HUBBELL AVENUE
(US HIGHWAY 65)

CITY OF BONDURANT

2ND STREET NE

CITY OF BONDURANT
(ROAD ROW TO BE VACATED)

CITY OF BONDURANT

10' PUBLIC UTILITY
EASEMENT (TYP)

BONDURANT
BUSINESS PARK II
LLC

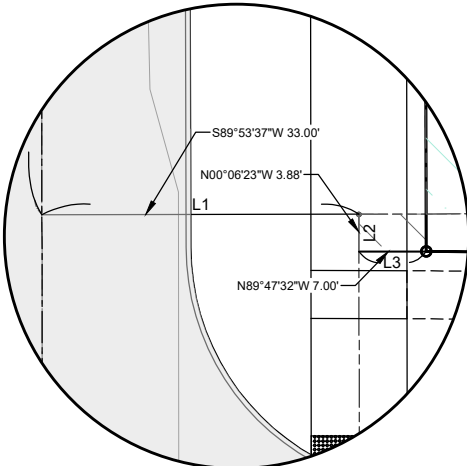
②
187415.3 SF
4.30 AC

①
111461.4 SF
2.56 AC

③
387574.9 SF
8.90 AC

CURVE TABLE					
CURVE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	668.51'	83°16'01"	460.00'	N41°31'37"E	611.21'
C2	376.76'	39°58'31"	540.00'	N63°10'22"E	369.16'
C3	40.06'	91°48'11"	25.00'	N89°05'12"E	35.91'
C4	377.52'	45°03'48"	480.00'	S22°28'48"E	367.87'
C5	39.34'	90°09'22"	25.00'	S45°07'47"W	35.40'
C6	462.39'	57°35'38"	460.00'	N54°21'48"E	443.17'
C7	125.14'	13°16'40"	540.00'	N76°29'55"E	124.86'
C8	251.60'	26°41'44"	540.00'	N56°32'40"E	249.33'
C9	206.12'	25°40'22"	460.00'	N12°43'48"E	204.40'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°57'03"E	33.00'
L2	S0°06'23"E	3.88'
L3	S89°47'32"E	7.00'



DETAIL "A"

DATE	REVISIONS

SCALE	AS NOTED
DRAWN	BJL
CHECKED	MJT
APPROVED	MJT
DATE	08-29-24
ISSUED FOR	1ST SUBMITTAL



CIVIC CAMPUS NORTH
CITY OF BONDURANT

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

PRE-PLAT LAYOUT SHEET

DWG. NO.

C2

PROJECT 428112

PLOTTED: Thursday, August 29, 2024 1:42:00 PM

X-REFS: 42892 - SURVEY BASE & 42892 - TOPO & 42892-PAVE & 428112-CIVIC CAMPUS NORTH & 428112-SITE-CIVIC CAMPUS
FILE PATH: \\K-FSW\DWG\SHARE\0400\0428-BONDURANT\0428-0112_CIVIC_CAMPUS_NORTH_PLATTING\CADD_PRODDRAWINGS\428112-GRADING

HAWTHORNE
CROSSING

HAWTHORNE
CROSSING

PLEASANT
STREET SE

NE HUBBELL AVENUE
(US HIGHWAY 65)

IOWA DOT

CITY OF BONDURANT
(ROAD ROW TO BE VACATED)

CITY OF BONDURANT

2ND STREET NE

BONDURANT
BUSINESS PARK II
LLC

COURTYARD DRIVE SE

CAMPUS DRIVE SE

①
111461.4 SF
2.56 AC
M.P.E. = 974.0

②
187415.3 SF
4.30 AC
M.P.E. = 974.0

EXISTING CELL TOWER

POOL ELEV=968.00
100 YR = 969.47

POOL ELEV=967.00
100 YR = 969.47

POND OVERFLOW=972.96

③
387574.9 SF
8.90 AC
M.P.E. = 974.0

CITY OF BONDURANT

DATE	REVISIONS

SCALE	AS NOTED
DRAWN	BJL
CHECKED	MJT
APPROVED	MJT
DATE	08-29-24
ISSUED FOR	1ST SUBMITTAL



CIVIC CAMPUS NORTH
CITY OF BONDURANT

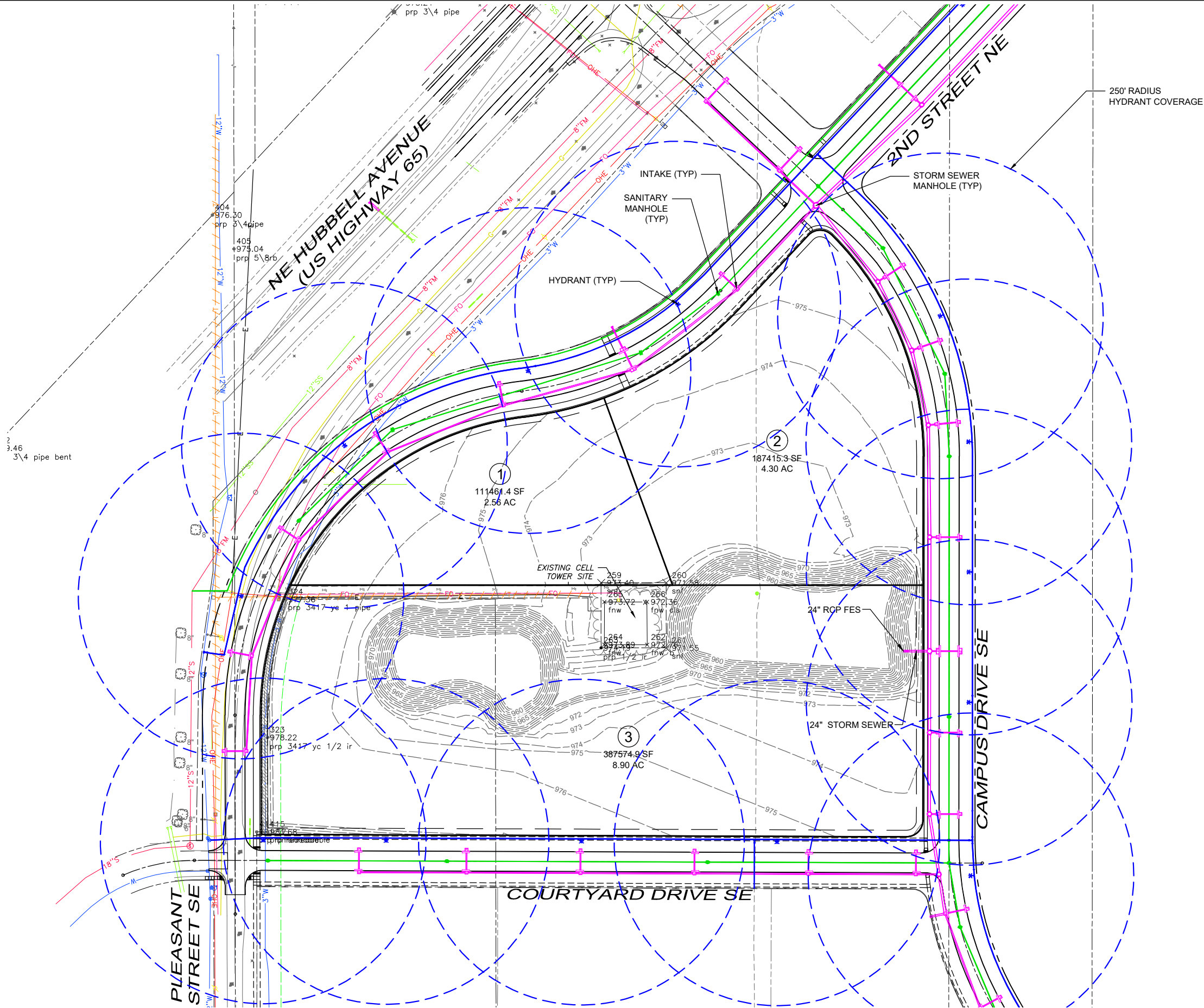
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

PRE-PLAT GRADING SHEET

DWG. NO.
C3
PROJECT 428112

PLOTTED: Thursday, August 29, 2024 1:42:26 PM

X-REFS: 42892 - SURVEY BASE & 42892 - TOPO & 42892-PAVE & 428112-CIVIC CAMPUS NORTH & 42892-P-SSWR & 42892-P-STRM & 42892-P-WATR
FILE PATH: \\V-K-FS\DWG\SHARE\0400\0428-BONDURANT\0428-0112_CIVIC_CAMPUS_NORTH_PLATTING\CADD_PRODDRAWINGS\428112-UTILITIES



DATE	REVISIONS

SCALE	AS NOTED
DRAWN	BJL
CHECKED	MJT
APPROVED	MJT
DATE	08-29-24
ISSUED FOR	1ST SUBMITTAL



CIVIC CAMPUS NORTH CITY OF BONDURANT
3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

PRE-PLAT UTILITIES SHEET
PROJECT 428112

DWG. NO.
C4



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.d.
For Meeting of 9/16/2024
Resolution

TITLE: - Resolution awarding contract for 13th & Lincoln/15th Street Stormwater Improvements Project to James Construction, LLC in the amount of \$98,774.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: In March 2023, the City Council approved a professional services agreement with McClure Engineering to survey and design several rear yard stormwater improvements in the Wisteria Heights Plat 1 and Clarence Olson Vista Plat 1 developments. Staff have been working with residents and engineers with McClure to develop a solution to help mitigate some of the nuisance stormwater ponding that these residents are experiencing.

The engineer's estimate for both projects combined is \$94,614.50. The City has stormwater funds to support these improvements. The City Council approved a resolution to order construction and set a date for a public hearing and letting on its agenda on August 19, 2024.

Bids were opened on September 12 at 2:00 p.m. There were a total of five bidders, ranging from \$98,774 to \$129,785. The low bid was \$98,774 from James Construction LLC.

FUNDING SOURCE: Stormwater fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240916-208
2. Recommendation of award of contract letter
3. 15th -13th Stormwater_Bid Summary

CITY OF BONDURANT
RESOLUTION NO. 240916-208

RESOLUTION AWARDING THE CONTRACT FOR THE 13th AND 15th STREET
STORMWATER PROJECT TO JAMES CONSTRUCTION LLC. IN THE AMOUNT OF
\$98,774.00

WHEREAS, on August 19th ,2024, the City of Bondurant approved plans and specifications and order construction for the 13th and 15th Street Stormwater Improvements Project; AND

WHEREAS, on September 12th, 2024, the City of Bondurant received the bids for the Project; AND

WHEREAS, the location of the work to and the kinds and sizes of materials proposed to be used as follows:

Drainage improvements within the residential area of 13th Street include but are not limited

to, the installation of 236 LF of perforated 18-Inch HDPE, 1 pipe apron and footing, and 2

Nyloplast intakes, placement of sod and riprap, and erosion management. Drainage improvements within the residential area of 15th Street include but are not limited to the installation of approximately 291 LF of infiltration trench and associated 6-Inch Underdrain, 4 subdrain cleanouts, removal and replacement of damaged sidewalk, installation of 144 LF of trenched 6-Inch HDPE, temporary fence, removal and reinstallation of fence, and minor grade adjustments (hand dig).

WHEREAS, The City Council approves the contract and bond for the 13th and 15th Street Stormwater Improvements Project; AND

WHEREAS, payments are to be made to James Construction LLC in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 13th and 15th Street Stormwater Improvements Project contract is awarded to James Construction LLC. and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 16th day of September 2024,

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				



200 Second Street Northeast
Post Office Box 37
Bondurant, Iowa 50035-0037
Phone: (515) 967-2418
FAX: (515) 967-5732
E-mail:
info@cityofbondurant.com
Website:
www.cityofbondurant.com

Mayor:
Doug Elrod

Council Members:
Tara Cox
Chad Driscoll
Matt Sillanpaa
Angela McKenzie
Bob Peffer

City Administrator:
Marketa Oliver

City Clerk:
Shelby Hagan

Finance Director:
Jene Jess

Fire Chief:
Aaron Kreuder

**Public Works
Director:**
John Horton

Planning Director:
Maggie Murray

City Attorney:
Matt Brick

City Engineer:
Bob Veenstra, Jr.

Honorable Mayor and Council Members:

On September 12th, 2024 the city took bids on 2 small rear yard stormwater improvements projects that we had McClure Engineering working on to design. These areas are along the 1300 Block of 15th St. SE in the rear yard drainage easement area, and in an area just behind the homes at 13th St. SE and Lincoln St. SE.

The scope of the work is to provide a new smaller subdrain to try and mitigate surface water ponding in these rear yard areas. This project will not eliminate the ponding during heavier rain events but will help facilitate the nuisance ponding and soggy yards after rain events that tend to linger for multiple days.

The engineering estimate for the 2 combined projects was \$94,614.50. On September 12th the city had 5 contractors bid this project. The Low Bidder for the project is James Construction LLC out of Des Moines, Iowa. Staff have checked into their references that were provided and found no issues. The apparent low bidder is approximately 4.4% higher than the engineers estimate, and staff believe that due to the location of the work is the determining factor in the higher than estimate bids.

Staff would recommend council to award the contract for the 13th St. SE and 15th St. SE stormwater Improvements Project to James Construction LLC. in the amount of \$98,774.00

A handwritten signature in blue ink that reads 'John C. Horton'.

John Horton
Public Works Director



Client: CITY OF BONDURANT

Bid Date: 2024-09-12

Project Name: 15th Street & 13th Street Stormwater Improvements

I hereby certify that this document was prepared by myself John Horton Public Works Director

Item No.	Description	Quantity	Units	ENGINEER'S ESTIMATE		James Construction, LLC		TK Concrete Inc.		Mainline Construction		On Track Construction, LLC		Alpha Landscapes	
	Signature					X		X		X		X		X	
	Bidder Status Form					X		X		X		X		X	
	Authorization to Transact					X		X		X		X		X	
	TSB Prebid Form					X		X		X		X		X	
	10% Bid Security					X		X		-		X		-	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
4.1	STORM SEWER, TRENCHED,PERFORATED HDPE, 18-INCH	236	LF	\$ 60.00	\$ 14,160.00	\$ 60.00	\$ 14,160.00	\$ 67.50	\$ 15,930.00	\$ 96.00	\$ 22,656.00	\$ 104.00	\$ 24,544.00	\$ 70.00	\$ 16,520.00
4.2	PIPE APRON, TYPE 1, 18-INCH RCP	1.0	EA	\$ 1500.00	\$ 1,500.00	\$ 2850.00	\$ 2,850.00	\$ 3000.00	\$ 3,000.00	\$ 700.00	\$ 700.00	\$ 1708.00	\$ 1,708.00	\$ 1500.00	\$ 1,500.00
4.3	FOOTING FOR CONCRETE PIPE APRON, 18-INCH	1	EA	\$ 1000.00	\$ 1,000.00	\$ 2200.00	\$ 2,200.00	\$ 1500.00	\$ 1,500.00	\$ 2500.00	\$ 2,500.00	\$ 915.00	\$ 915.00	\$ 1150.00	\$ 1,150.00
6.1	INTAKE, NYLOPLAST 24-INCH DRAIN BASIN	2.0	EA	\$ 2000.00	\$ 4,000.00	\$ 3680.00	\$ 7,360.00	\$ 2750.00	\$ 5,500.00	\$ 6600.00	\$ 13,200.00	\$ 4280.00	\$ 8,560.00	\$ 5500.00	\$ 11,000.00
8.1	TEMPORARY TRAFFIC CONTROL	1.0	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,525.00	\$ 2,525.00	\$ 950.00	\$ 950.00
9.1	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING, TYPE 1	0.1	AC	\$ 6000.00	\$ 600.00	\$ 20000.00	\$ 2,000.00	\$ 27500.00	\$ 2,750.00	\$ 20500.00	\$ 2,050.00	\$ 20200.00	\$ 2,020.00	\$ 15000.00	\$ 1,500.00
9.2	HYDRAULIC SEEDING AND BFM MULCHING, TYPE 4	0.1	AC	\$ 2,500.00	\$ 250.00	\$ 10,000.00	\$ 1,000.00	\$ 10000.00	\$ 1,000.00	\$ 10250.00	\$ 1,025.00	\$ 10100.00	\$ 1,010.00	\$ 9750.00	\$ 975.00
9.3	SOD	37.0	SQ	\$ 160.00	\$ 5,920.00	\$ 75.00	\$ 2,775.00	\$ 105.00	\$ 3,885.00	\$ 105.00	\$ 3,885.00	\$ 101.00	\$ 3,737.00	\$ 125.00	\$ 4,625.00
9.4	SWPP MANAGEMENT	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 2,500.00	\$ 2,500.00	\$ 525.00	\$ 525.00	\$ 505.00	\$ 505.00	\$ 875.00	\$ 875.00
9.5	FILTER SOCK, 8-INCH, NATURAL FIBER ONLY	630	LF	\$ 2.75	\$ 1,732.50	\$ 2.50	\$ 1,575.00	\$ 3.00	\$ 1,890.00	\$ 2.25	\$ 1,417.50	\$ 2.30	\$ 1,449.00	\$ 2.50	\$ 1,575.00
9.6	FILTER SOCK REMOVAL	630.0	LF	\$ 1.00	\$ 630.00	\$ 0.50	\$ 315.00	\$ 0.50	\$ 315.00	\$ 0.30	\$ 189.00	\$ 0.30	\$ 189.00	\$ 0.50	\$ 315.00
9.7	RIPRAP, CLASS E	7.0	TON	\$ 65.00	\$ 455.00	\$ 100.00	\$ 700.00	\$ 100.00	\$ 700.00	\$ 175.00	\$ 1,225.00	\$ 125.00	\$ 875.00	\$ 125.00	\$ 875.00
9.8	STABILIZED CONSTRUCTION ENTRANCE	123.0	SY	\$ 20.00	\$ 2,460.00	\$ 15.00	\$ 1,845.00	\$ 25.00	\$ 3,075.00	\$ 32.00	\$ 3,936.00	\$ 24.00	\$ 2,952.00	\$ 45.00	\$ 5,535.00
11.1	MONUMENT PRESERVATION OR REPLACEMENT	1.0	LS	\$ 1500.00	\$ 1,500.00	\$ 1000.00	\$ 1,000.00	\$ 2500.00	\$ 2,500.00	\$ 1000.00	\$ 1,000.00	\$ 1515.00	\$ 1,515.00	\$ 450.00	\$ 450.00
11.2	MOBILIZATION	1.0	LS	\$ 4000.00	\$ 4,000.00	\$ 1200.00	\$ 1,200.00	\$ 7500.00	\$ 7,500.00	\$ 5000.00	\$ 5,000.00	\$ 7170.00	\$ 7,170.00	\$ 8500.00	\$ 8,500.00
11.3	CONCRETE WASHOUT	1.0	LS	\$ 950.00	\$ 950.00	\$ 450.00	\$ 450.00	\$ 750.00	\$ 750.00	\$ 1000.00	\$ 1,000.00	\$ 252.00	\$ 252.00	\$ 550.00	\$ 550.00
	Total 13th Street Construction Cost				\$ 43,157.50		\$ 44,830.00		\$ 56,295.00		\$ 63,808.50		\$ 69,926.00		\$ 56,895.00
2.1	TOPSOIL	22.0	CY	\$ 100.00	\$ 2,200.00	\$ 75.00	\$ 1,650.00	\$ 75.00	\$ 1,650.00	\$ 33.00	\$ 726.00	\$ 180.00	\$ 3,960.00	\$ 90.00	\$ 1,980.00
2.2	EXCAVATION,HAND DIG ONLY,HAUL OFF SITE	1.5	CY	\$ 500.00	\$ 750.00	\$ 300.00	\$ 450.00	\$ 350.00	\$ 525.00	\$ 185.00	\$ 277.50	\$ 240.00	\$ 360.00	\$ 500.00	\$ 750.00
3.1	TRENCH EXCAVATION	16.0	CY	\$ 100.00	\$ 1,600.00	\$ 800.00	\$ 8,000.00	\$ 32.50	\$ 520.00	\$ 135.00	\$ 2,160.00	\$ 208.00	\$ 3,328.00	\$ 75.00	\$ 1,200.00
4.1	STORM SEWER, TRENCHED,HDPE, 6-INCH	144.0	LF	\$ 30.00	\$ 4,320.00	\$ 30.00	\$ 4,320.00	\$ 37.50	\$ 5,400.00	\$ 66.00	\$ 9,504.00	\$ 58.00	\$ 8,352.00	\$ 35.00	\$ 5,040.00
4.2	SUBDRAIN CLEANOUT	4.0	EA	\$ 350.00	\$ 1,400.00	\$ 1,200.00	\$ 4,800.00	\$ 400.00	\$ 1,600.00	\$ 880.00	\$ 3,520.00	\$ 670.00	\$ 2,680.00	\$ 750.00	\$ 3,000.00
4.3	SUNDRAIN CONNECTION, FIELD VERIFY SIZE AND LOCATION	1.0	EA			\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 540.00	\$ 540.00	\$ 685.00	\$ 685.00	\$ 575.00	\$ 575.00
6.1	CONNECTION TO EXISTING INTAKE	1.0	LF	\$ 1500.00	\$ 1,500.00	\$ 2000.00	\$ 2,000.00	\$ 1000.00	\$ 1,000.00	\$ 525.00	\$ 525.00	\$ 1390.00	\$ 1,390.00	\$ 575.00	\$ 575.00
7.1	REMOVAL OF SIDEWALK	8.0	SY	\$ 25.00	\$ 225.00	\$ 60.00	\$ 540.00	\$ 50.00	\$ 450.00	\$ 15.00	\$ 135.00	\$ 16.00	\$ 144.00	\$ 95.00	\$ 855.00
7.2	SIDEWALK PCC MATCH EXISTING	8.0	SY	\$ 78.00	\$ 702.00	\$ 144.00	\$ 1,296.00	\$ 175.00	\$ 1,575.00	\$ 82.00	\$ 738.00	\$ 86.00	\$ 774.00	\$ 220.00	\$ 1,980.00
7.3	ENGINEERING FABRIC	162	SY	\$ 5.00	\$ 810.00	\$ 14.00	\$ 2,268.00	\$ 5.00	\$ 810.00	\$ 3.50	\$ 567.00	\$ 3.00	\$ 486.00	\$ 15.00	\$ 2,430.00
7.4	UNDERDRAIN,PERFORATED HDPE,6-INCH	291	LF	\$ 30.00	\$ 8,730.00	\$ 30.00	\$ 8,730.00	\$ 30.00	\$ 8,730.00	\$ 40.00	\$ 11,640.00	\$ 20.00	\$ 5,820.00	\$ 35.00	\$ 10,165.00
7.5	STORAGE AGGREGATE (ASTM #57 STONE)	12	TON	\$ 80.00	\$ 1,080.00	\$ 80.00	\$ 960.00	\$ 80.00	\$ 960.00	\$ 120.00	\$ 1,440.00	\$ 222.00	\$ 2,664.00	\$ 125.00	\$ 1,500.00
9.1	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1500.00	\$ 1,500.00	\$ 4500.00	\$ 4,500.00	\$ 3500.00	\$ 3,500.00	\$ 3500.00	\$ 3,500.00	\$ 4545.00	\$ 4,545.00	\$ 950.00	\$ 950.00
9.1	SOD	69	SQ	\$ 160.00	\$ 11,040.00	\$ 75.00	\$ 5,175.00	\$ 105.00	\$ 7,245.00	\$ 77.00	\$ 5,313.00	\$ 76.00	\$ 5,244.00	\$ 125.00	\$ 8,625.00
9.2	SWPP MANAGEMENT	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 1,750.00	\$ 1,750.00	\$ 525.00	\$ 525.00	\$ 505.00	\$ 505.00	\$ 875.00	\$ 875.00
9.3	FILTER SOCK,8-INCH,NATURAL FIBER ONLY	40	LF	\$ 2.75	\$ 110.00	\$ 10.00	\$ 400.00	\$ 4.00	\$ 160.00	\$ 10.00	\$ 400.00	\$ 10.10	\$ 404.00	\$ 2.50	\$ 100.00
9.4	FILTER SOCK REMOVAL	40	LF	\$ 1.00	\$ 40.00	\$ 2.00	\$ 80.00	\$ 2.00	\$ 80.00	\$ 2.00	\$ 80.00	\$ 2.00	\$ 80.00	\$ 0.50	\$ 20.00
9.5	REMOVAL AND REINSTALLATION OF EXISTING FENCE	300	LF	\$ 10.00	\$ 3,000.00	\$ 34.00	\$ 10,200.00	\$ 30.00	\$ 9,000.00	\$ 7.00	\$ 2,100.00	\$ 50.50	\$ 15,150.00	\$ 44.00	\$ 13,200.00
9.6	TEMPORARY FENCE	300	LF	\$ 10.00	\$ 3,000.00	\$ 5.75	\$ 1,725.00	\$ 10.00	\$ 3,000.00	\$ 4.30	\$ 1,290.00	\$ 15.20	\$ 4,560.00	\$ 14.00	\$ 4,200.00
11.1	MONUMENT PRESERVATION OR REPLACEMENT	1	LS	\$ 1500.00	\$ 1,500.00	\$ 1000.00	\$ 1,000.00	\$ 2500.00	\$ 2,500.00	\$ 1000.00	\$ 1,000.00	\$ 1515.00	\$ 1,515.00	\$ 2450.00	\$ 2,450.00
11.2	MOBILIZATION	1	LS	\$ 4500.00	\$ 4,500.00	\$ 1200.00	\$ 1,200.00	\$ 5500.00	\$ 5,500.00	\$ 5000.00	\$ 5,000.00	\$ 4450.00	\$ 4,450.00	\$ 11,850.00	\$ 11,850.00
11.3	CONCRETE WASHOUT	1	LS	\$ 950.00	\$ 950.00	\$ 450.00	\$ 450.00	\$ 1000.00	\$ 1,000.00	\$ 1000.00	\$ 1,000.00	\$ 252.00	\$ 252.00	\$ 550.00	\$ 550.00
	Total 15th Street Construction Cost				\$ 61,457.00		\$ 63,444.00		\$ 67,585.00		\$ 61,980.50		\$ 67,348.00		\$ 72,890.00
TOTAL BID				\$94,614.50		Apparent Low Bidder \$98,774		\$113,890.00		\$115,789.00		\$127,274.00		\$129,785.00	



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 9.a.
For Meeting of 9/16/2024
Discussion Item

TITLE: Sidewalk Program Discussion

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: Recently, the Supreme Court of Iowa issued a decision in *Splittgerber v. Bankers Trust Co.*, No. 22-2085 (Iowa June 14, 2024). This ruling shifts liability for accidents caused by defective sidewalks from abutting landowners to municipalities. An article was in the September CityScape Magazine that is published by the Iowa League of Cities. (The article is attached for reference.)

The article notes, "The takeaway from *Splittgerber* is relatively clear: A city can no longer impose liability via ordinance on property owners for accidents caused by defective sidewalks. In the future, municipalities that want to avoid paying those damages will need to take greater care in identifying and fixing defective sidewalks. A municipality can still, however, require abutting property owners to maintain city sidewalks. That includes utilizing the process set forth in Iowa Code section 364.12(2)(d)-akin to nuisance abatement proceedings-to require the abutting property owner to either repair the sidewalk themselves or reimburse the city for repairing the sidewalk. Additionally, the *Splittgerber* decision does not alter the imposition of liability on abutting property owners for injuries caused by a failure to remove accumulations of snow and ice, which is governed by a different subsection of Iowa Code section 364.12."

The resulting action for the City of Bondurant to take is to be extremely proactive in identifying and notifying homeowners of sidewalk issues. The purpose of this discussion item is to raise awareness of this supreme court ruling, its consequences, and the actions that will need to be taken moving forward.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: This is a discussion item.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Sidewalk article

Summary of the IA Supreme Court Ruling on Sidewalk Liability

Article provided by Lamson Dugan & Murray LLP, who may be reached at (515) 513-5003 or www.ldmlaw.com.



On June 14, 2024, the Iowa Supreme Court issued *Splittergerber v. Bankers Trust Co.*, No. 22-2085 (Iowa June 14, 2024), which **shifts liability for accidents caused by defective sidewalks from abutting landowners to municipalities.** *Splittergerber* overturned prior cases that permitted municipalities to impose liability via ordinance on abutting property owners for injuries caused by defective sidewalks. Now, **municipalities cannot shift liability onto property owners through ordinances.** In order to understand the Court's reasoning and the scope of the decision, a brief overview of the legal landscape is required.

Under both the common law and pursuant Iowa Code section 364.12(2), municipalities own sidewalks. Just like normal property owners, that means **municipalities** generally must maintain the sidewalk and **face liability when a sidewalk user is injured due to defects in the sidewalk—cracks, uneven surfaces, or other defects.** Iowa Code section 364.12(2)(c) is an exception to that general rule, which allows municipalities to require abutting property owners to maintain the area between their property line and the street, including sidewalks. Additionally, Iowa Code section 364.12(2)(d)-(e) provides a process by which a municipality may order an abutting property owner to repair the sidewalk. However, under Iowa law, maintenance duties do not necessarily impose liability for the failure to properly maintain property. And section 364.12 does not expressly impose liability on property owners for defective sidewalks.

The Iowa Supreme Court, in the 2014 case *Madden v. City of Iowa City*, interpreted the statute to allow municipalities to pass an ordinance imposing liability on abutting property owners for accidents caused by a failure to maintain the sidewalk. In short, even though the statute does not expressly impose liability, the *Madden* court found Iowa Code section 364.12(2)(c) did not “preempt” municipal action—the statute left municipalities the option of imposing liability. As a result,

a municipality could, by ordinance, require the abutting property owner to “indemnify” the municipality for injuries caused by defective sidewalks, recouping some or all of the damages awarded to the injured sidewalk user. Notably, *Madden* did not allow a direct action by the sidewalk user against the property owner. Rather, the sidewalk user would still need to bring a claim against the city. *Madden* merely permitted municipalities to pass ordinances that required property owners to indemnify the city for damages caused by the property owners failure to maintain a sidewalk.

That brings us to *Splittergerber*. The case involves an accident where the plaintiff, Splittergerber, tripped on a city sidewalk in front of property Bankers Trust leased. Splittergerber settled with Bankers Trust and the City of Des Moines. However, the case continued as Bankers Trust sought contribution from Des Moines, arguing the City was responsible for maintaining the sidewalk. The district court, relying on *Madden*, found in favor of Des Moines. Bankers Trust appealed.

The *Splittergerber* decision reverses course from *Madden*, finding the Iowa Code sets the floor and ceiling on the obligations a municipality can impose on abutting property owners. In short, **the *Splittergerber* court determined** that when the legislature passed **section 364.12(2)(c) and (d)**, it **could have expressly allowed municipalities to impose liability on property owners.**

However, **the legislature did not do so, showing their intent to only permit municipalities to pass on maintenance obligations to abutting property owners.** In legal terms, this is known as “conflict preemption,” and it bars municipalities from passing ordinances on subjects the legislature has already addressed when the ordinance and state statute conflict. As a result, the *Splittergerber* decision concluded **a municipal ordinance that imposed liability for damages caused by defective sidewalks conflicted with state law and was invalid.** The Court reversed the district court, permitting Bankers Trust to continue its action for contribution against Des Moines.

The takeaway from *Splittergerber* is relatively clear: **A city can no longer impose liability via ordinance on property owners for accidents caused by defective sidewalks.** In the future, **municipalities** that want to avoid paying those damages will **need to take greater care in identifying and fixing defective sidewalks.** A municipality can still, however, **require abutting property owners to maintain city sidewalks.** That includes utilizing the process set forth

in Iowa Code section 364.12(2)(d)-akin to nuisance abatement proceedings-to require the abutting property owner to either repair the sidewalk themselves or reimburse the city for repairing the sidewalk. Additionally, the Splittinger decision does not alter the imposition of liability on abutting property owners for injuries caused by a failure to remove accumulations of snow and ice, which is governed by a different subsection of Iowa Code section 364.12.

The holding of *Splittinger* may be narrower than it initially appears. Iowa law recognizes several theories of indemnification, broadly broken down into two categories: statutory and common law. *Splittinger* likely forecloses statutory indemnification-the opinion clearly holds that the legislature decided not to impose indemnification obligations on abutting property owners. However, the opinion does not expressly address common law indemnification. One form of common law indemnification arises when the party seeking indemnification has incurred liability due to a breach of duty owed to them by another party. That theory of indemnity may apply where, for example, a city orders a property owner to repair a sidewalk, but the property owner has not yet done so, or negligently repaired the sidewalk. In those circumstances, the city's liability is premised on the landowner failing to fulfill their maintenance obligations. Additionally, the common law imposes liability for negligence when an individual affirmatively undertakes a service and does so without using reasonable care. Thus, a property owner may still be liable if they negligently repair a public sidewalk. Again, *Splittinger* does not directly address these theories, so it is unclear how the Iowa Supreme Court would rule if asked to do so. But these theories illustrate some of the limitations of the *Splittinger* decision that may be litigated in the future. «

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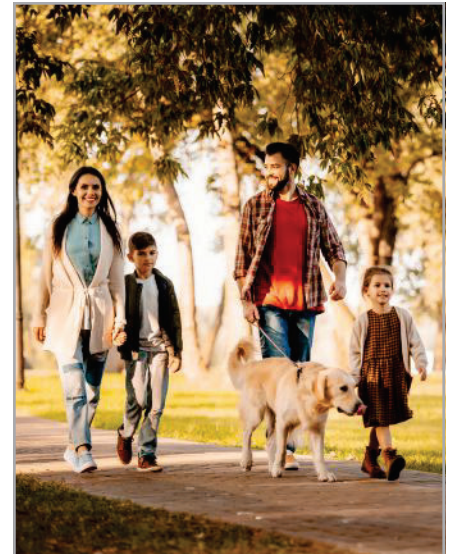
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**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 9.b.
For Meeting of 9/16/2024
Discussion Item

TITLE: Quarterly Report Development

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: Attached is a draft quarterly report. This is a new type of report that would look to highlight, consolidate, and supplement information from departmental reports. The purpose of this is to gather feedback on the report.

FUNDING SOURCE: NA - this is produced in-house, using software that the City currently uses to generate its budget.

STAFF RECOMMENDATION: This is a discussion item.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 20240912 Q4 quarterly report



City of Bondurant Quarterly Snapshot: FY24, Q4



Last updated 09/12/24





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QUARTERLY REPORT





Quarterly Snapshot: FY24, Q4 (April through June)

This report is designed to provide a snapshot of City activity and will be updated throughout the year and annually for the valuation information at the bottom of the page that is available only on an annual basis.

Additional information, and more in-depth departmental information, can be found on the City's Dashboards page at: <https://cleargov.com/iowa/polk/city/bondurant/dashboards>.

If you have questions about the information, please do not hesitate to reach out Marketa Oliver, City Administrator at moliver@cityofbondurant.com or 515.967.2418. Thank you!

Certified Site Dedication



On June 20, 2024, the City was honored to be joined by IEDA Director, Debi Durham, landowners Jamie Myers and Don and Cheryl Timmins, and representatives from Congressman Nunn's Office (Wes Enos) and Senator Ernst's Office (John Hollinrake) for the announcement of two, additional Certified Sites. Bondurant is leading the state, having certified a total of four sites, which is the most of any community, since the program's creation in 2012. As part of this initiative, the Timmins Industrial Park and Bondurant Industrial Park Plat 2 Certified Sites were dedicated at the event on June 20.

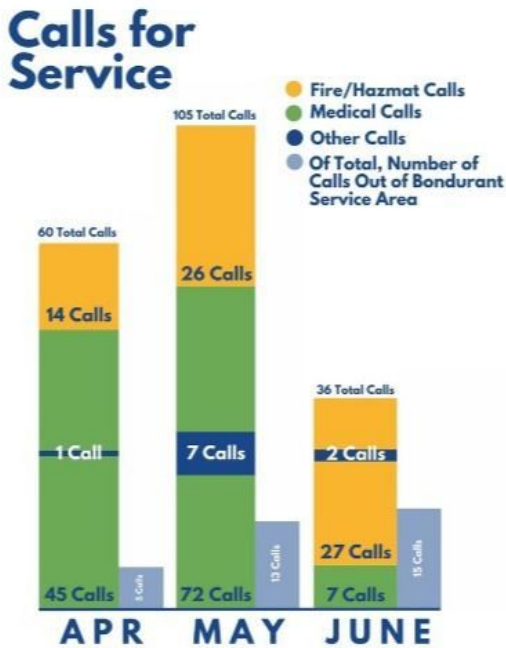
These two new Certified Sites will offer companies seeking project-ready industrial sites over 200 acres of available land. The Timmins Industrial Park consists of three parcels, which can be subdivided, totaling almost 190 acres. These parcels, designated light industrial, are easily accessible from both Interstate 80 and Highway 65 and offer optimal development, as they have consistently uniform topology.

The second site, the Bondurant Industrial Park Plat 2 offers developers something different, as it is zoned medium industrial, which is attractive for manufacturing and assembly companies. This site also maintains the same great access to Interstate 80 and Highway 65 making this site ideal.

Picture above from L to R: Mayor Doug Elrod; Congressman Nunn's Deputy Chief of Staff, Wes Enos; property owner, Jamie Myers; IEDA Director, Debi Durham; landowners Cheryl and Don Timmins; Council Member Tara Cox; Senator Ernst's Deputy State Director John Hollinrake; City of Bondurant Economic Development Coordinator, Tiffany Luig; and City of Bondurant City Administrator, Marketa Oliver.

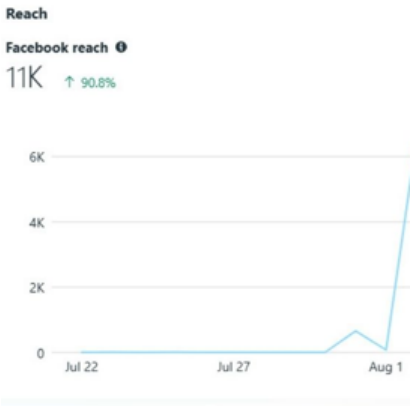


Bondurant Emergency Services Calls for Service



he graph to the left shows the number of calls for fire and emergency medical services over the final quarter of the FY24 fiscal year (April, May, and June).

Below is a graph showing the Bondurant Emergency Services' Facebook reach.



Bondurant Emergency Services Outreach

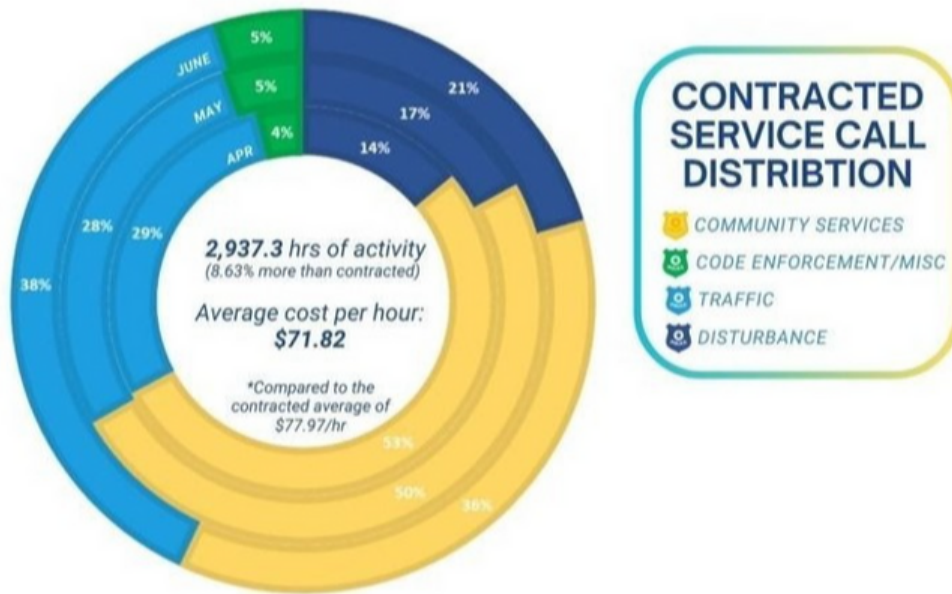
The graph to the right shows Bondurant Emergency Services outreach and engagement efforts during April, May, and June of 2024.



BES Outreach by % Q4 FY24



Public Safety



Community Services

Child Assistance, Fraud, Information, Mental Problem, Missing Person, Open Door, Welfare Check, Vehicle Unlock, Hazmat, Concentrated Patrol, Special Watch, Agency Assist, Building Check, Audible Alarm, Follow Up, Investigation Assignment, Attempt to Locate, Wanted Person, Recovered Property

46%

Code Enforcement

Abandoned Vehicle, Illegal Parking, Illegal Possession

4.6%

Traffic

Accident, Hit/Run, Larceny Vehicle, School Bus Violation, Stalled Vehicle, Traffic Stop, Traffic Signal Issue, Reckless Driver, Radar Setup, Debris in Roadway, OWI

31.7%

Disturbance

Animal Call, Dispute, Disturbing the Peace & Quiet, Suspicious Activity, Harassment, Assault, Burglary, Commercial Fire, Residential Fire, Still Alarm, Theft, Suicide, Trespass, Vandalism

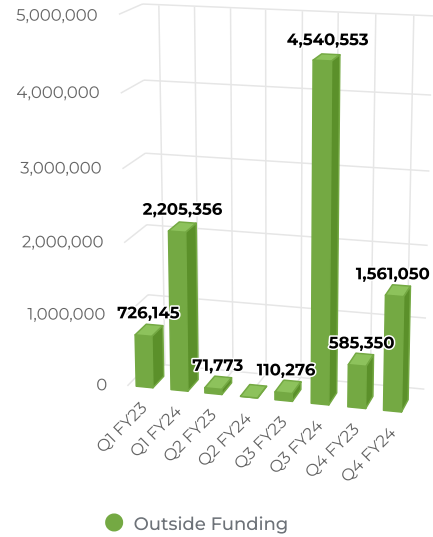
52%

Special Events

The City of Bondurant actively seeks outside funding to support projects and programming. Thank you to all of those who generously work to support these efforts, either with contributions or sponsorship for special events or with support letters for grants the City submits. For example, outside donors helped support the Live Healthy Iowa event held in May, 2024. Below is a picture of children warming up for the mini 1K that is held as part of the event. You can learn more about City events by following the City of Bondurant on social media.



Outside Funding



City Social Media Outreach

City Page Impressions



City Page Reach



Programming

The months of April, May, and June were busy months for the City of Bondurant Special Events! Several events were held during the last quarter of FY24. Below is a table showing the events and participation levels.

Event Name	# of attendees	Date
Babysitting Basics	10	4/15/2024
Home Alone Awareness	8	4/15/2024
Keep Bondu Beautiful	75	4/20/2024
Live Healthy IA 5K	113	4/13/2024
Youth Fishing Derby	94	6/10/2024
Safety Village	100+	5/1/2024
Movies in the Park	11	6/16/2024

Live Healthy Iowa Remained a very popular event, with 113 runners registered for the 5K.



The Youth Fishing Derby also remains a favorite event and was fortunate to have great weather this year.



The annual Safety Village helps young residents learn good habits. This event continues to gain popularity.

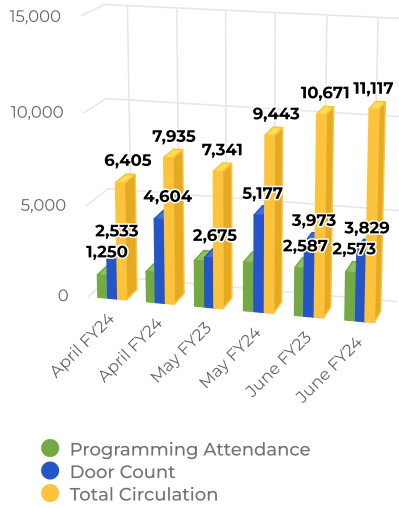


Fund Structure

Bondurant Community Library

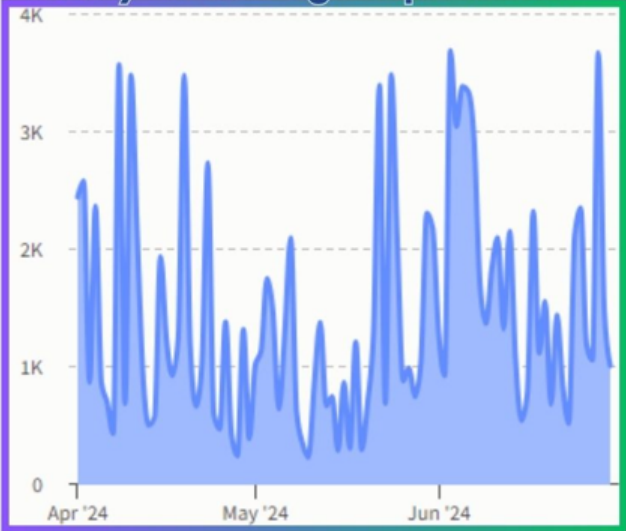
The Bondurant Community Library remains a vibrant community gathering spot. The Library has an active social media presence and consistently plans and delivers programming enjoyed by all ages throughout the community.

**Bondurant Community Library
Quarterly Statistics**

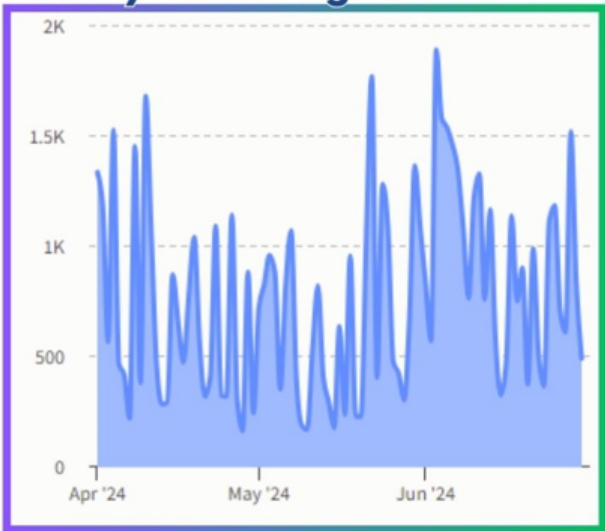


Library Social Media Statistics

Library Social Page Impressions

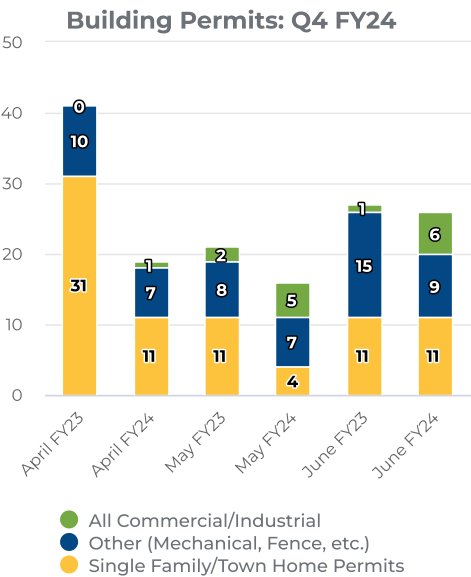


Library Social Page Reach

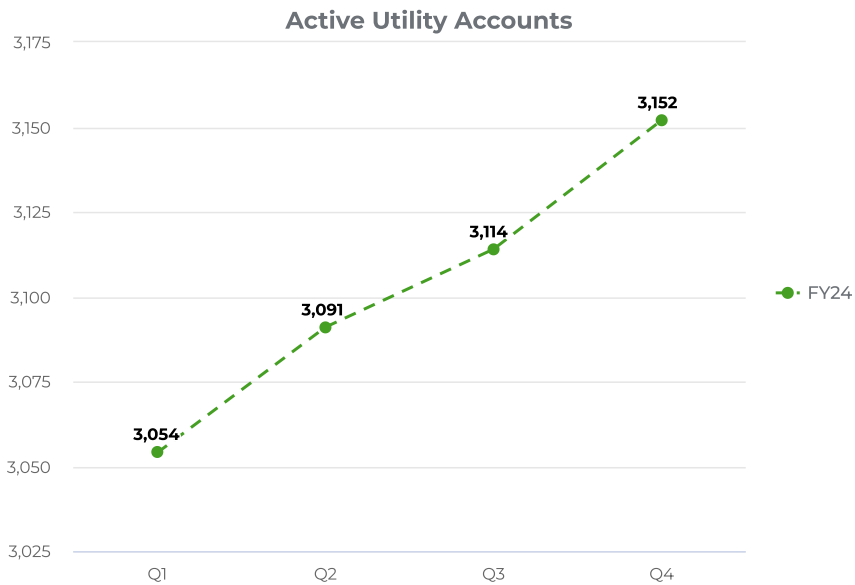


Building Permits

The graph to the right shows building permits from April, May, and June of 2024 in comparison those in April, May, and June of FY23.. The permits total \$25,521,373.85 in valuation in the 4th quarter of FY24, versus the \$15,730,277.08 in the 4th quarter of FY23.



Active Utility Accounts

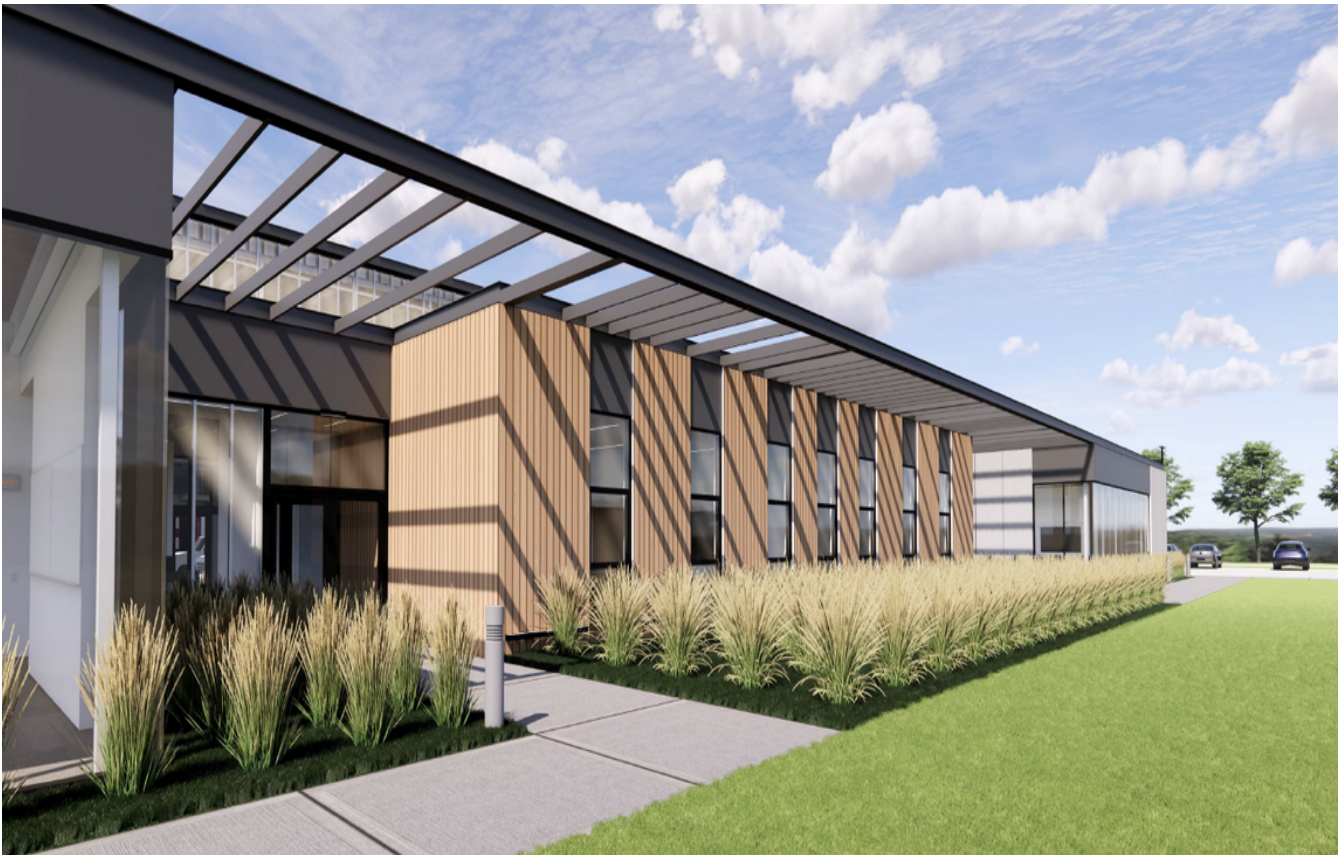


Capital Projects

This section of the quarterly report highlights some activity on various capital projects. A full listing of the City's ongoing capital projects can be found at: <https://cleargov.com/iowa/polk/city/bondurant/projects>.

Bondurant Emergency Services Facility

During the final quarter of FY2024, the City finalized designs for the Bondurant Emergency Services Facility. The next step is to build an extension of Courtyard Drive SE towards the east. A contract with McAninch Corporation for construction of the road was approved May 6, 2024 for the amount of \$1,627,374.45. That road will provide access to the southeastern portion of the new Civic Campus where the BES facility will be constructed. Construction on the facility will begin in August and should take approximately 15-18 months to construct.

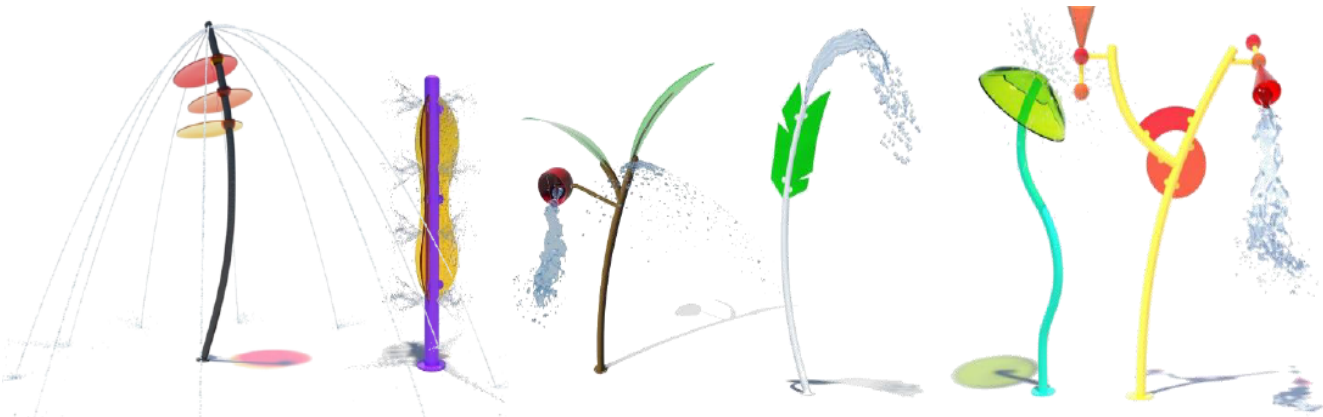




City Park

The City Park capital project has been delayed by a rainy spring. The inclusive playground has not yet been constructed; but will be in the near future. The basketball court has been poured, but is not in usage yet.

Phase II construction plans include the addition of the splash pad and will go to bid in the Fall 2024. In June, the Parks and Recreation Board and the City Council approved the fixtures for the splash pad area. The fixtures are vibrant in color and whimsical in nature. Below is a rendering of the park, showing the location of the splash pad in dark blue. Additionally, following the park rendering are examples of the fixtures that will be found in the splash pad area.



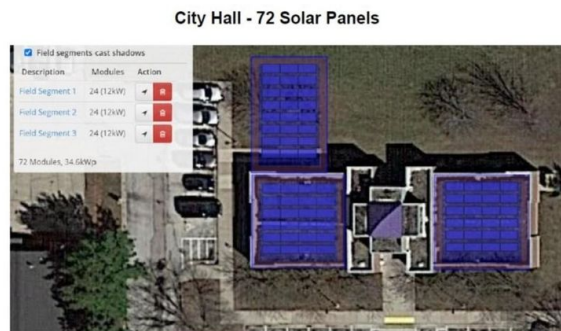
Campus Drive

The City of Bondurant was awarded a RISE grant in August of 2023 for the Myers 1 Certified Site improvements. Design for the Campus Drive and relocation of Pleasant Street proceeded forward. The traffic impact analysis showed that signals were warranted at the intersection of US 65/Hubbell Avenue and 2nd Street NE/Campus Drive. These costs were originally included with the RISE and then removed. DOT District officials upon further review desired the signals and other improvements at this location to construct the entire project. The City therefore requested additional RISE funds for the offset lefts that were required after the first RISE grant was awarded. The additional funds were request in the final quarter of FY2024 and \$695,775 in funding was awarded in July 2024.



City Hall Solar Panels

City Hall Solar Panels



The City solicited bids for solar panels for City Hall. Staff researched the environmental impact of solar power and found that there is a calculation that converts the total kWh of energy produced by solar arrays times a factor of 0.0117 trees/kWh. The proposal that the City Council approved equates to approximately 480 trees planted per year, 1,610,400 pounds of CO2 reduced, and approximately 156 vehicles off the road. (https://knowledgecenter.solaredge.com/sites/kc/files/monitoring_platform)

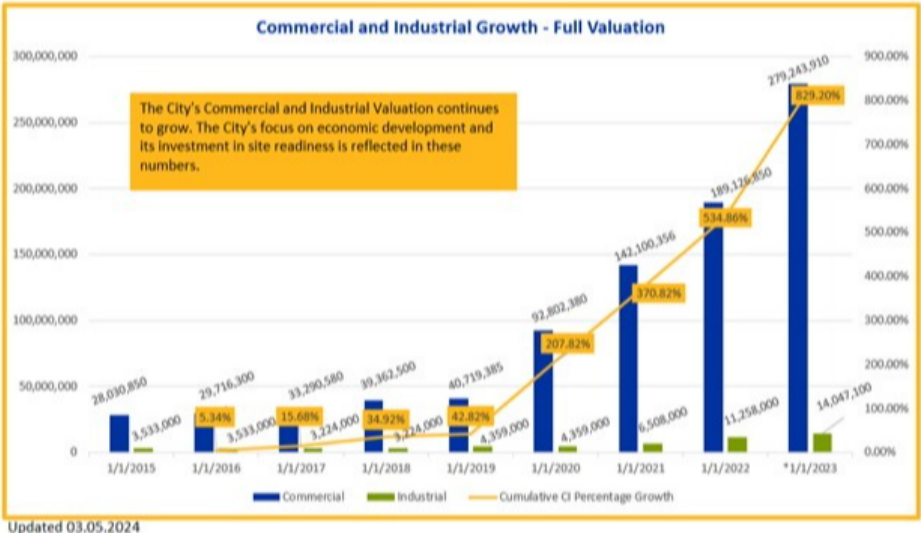
Staff also determined the City is eligible for a 30% federal credit to help offset the upfront cost of the system, lowering the net out-of-pocket investment to \$54,170 (from the full bid of \$84,170) reducing the Return on Investment timeframe to 13.56 years. The equipment is guaranteed for 25 years, meaning **the City would realize 11.5 years of life on the equipment** after the investment has been redeemed, which is **estimated to be a value of \$45,914.**

The installation of the solar panels was substantially completed during the fourth quarter of FY2024.

Strategic Approach

The City of Bondurant has a strategic goal of pursuing commercial and industrial valuation to create a better balance between Commercial/Industrial Valuation and Residential Valuation. These efforts have been successful in creating the valuation necessary to help meet the needs and demands for services in a growing community.

Commercial and Industrial Valuation: Historical Perspective



Residential vs Commercial/Industrial Valuation Historical Perspective

