

**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/84071542511>*

**NOTICE OF A REGULAR MEETING (TUESDAY)
BONDURANT CITY COUNCIL
FEBRUARY 22, 2022**

NOTICE IS HEREBY GIVEN that a Regular Meeting (Tuesday) of the City Council will be held at 6:00 PM on February 22, 2022, in the Bondurant City Center, 200 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 City Council Meeting Minutes of February 7, 2022
- b. Receive & File - Library Board Meeting Minutes of January 5, 2022 & Director's Report
- c. Receive and File - Minor PUD Amendment: Quail Run Phase 2 PUD Conceptual Plan
- d. Receive & File- Bondurant Municipal water Supply Sanitary Survey
- e. Claims List
- f. Applications for Council Approval
- g. -Resolution approving Pay Request No. 10 for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project
- h. -Resolution approving Change Order No. 3 for Commerce Crossings Phase 2 Public Improvements Project in the amount of \$2,436.47
- i. -Resolution of Endorsement for the Bondurant Community Foundation's Application for Bondurant's Redesignation as an Iowa Great Place
- j. -Resolution affixing a Date for a Public Hearing for FY23 City of Bondurant Budget for March 7, 2022 at 6:00 p.m.
- k. -Resolution approving Street Lighting Proposal from Mid-American Energy for the placement of streetlights along the newly constructed Commerce Parkway and 35th St. SW public improvement projects in an

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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amount of \$158,999.73

- l. -Resolution awarding bid for the Clearing and Grubbing of trees for the Ditch #2 Stream Restoration Project
 - m. -Resolution setting a Public Hearing to address Complaints Filed on Tobacco Sales Permit Violations against Casey's General Store (2nd Street, NW)
 - n. -Resolution approving Professional Services Contract with EOR of Iowa for the design and construction services of Eagle Park
 - o. - Resolution executing annexation agreement
 - p. - Resolution of Endorsement for the Bondurant Community Foundation's applications to the Polk County Community Betterment Grant Program and the Polk County Community Development Program for funding requests to assist the City of Bondurant with implementing the fishing pier at Lake Petocka and to assist the City of Bondurant with establishing a Wayfinding Master Plan
 - q. - Resolution of Endorsement for Bondurant Development Incorporated's applications to the Polk County Community Betterment Grant Program and the Polk County Community Development Program for funding requests to assist the City of Bondurant with implementing the Grain Elevator Redevelopment Feasibility Study and to also assist the City of Bondurant with establishing an electric vehicle charging station in downtown Bondurant
 - r. - Resolution of endorsement for the Bondurant Chamber of Commerce's application to the Polk County Community Betterment Program for a funding request to assist the City of Bondurant with establishing a Bondurant Block Party Trailer Rental Kit
 - s. - Resolution of endorsement for the City of Bondurant's application to the Polk County Community Betterment Grant Program for funds to help implement the proposed community dog park
 - t. -Resolution setting Date for Public Hearing on Urban Renewal Plan Amendment
 - u. - Resolution of endorsement of the City of Bondurant's application to the Prairie Meadows Community Betterment Grant Program for funding to implement the community dog park
6. Guests requesting to address the City Council

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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- a. Ben Dales, Commander of VFW Post 12208
7. **Public Hearing**
 - a. Public Hearing on Plans, Specifications, and Form of Contract for Ditch 2 Stream Resoration/Ditch Stabilization Project
 - b. Public hearing on Future Land Use Map Change and Property Rezoning (GHOLDS Area)
8. Action Items
 - a. -Consideration of one or more readings of Ordinance changing Future Land Use Map and Rezoning Property (GHOLDS Area)
 - b. - Resolution approving the Temple Holdings Site Plan on Outlot Y of the Shiloh Rose Business Park Plat 1
9. Discussion Items -
 - a. Presentation of FY23 Budget Proposal
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

February 7, 2022

Bondurant City Council

1. Roll Call

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

Absent: Council Member Angela McKenzie

City Officials Present: City Administrator Marketa Oliver, City Clerk
Shelby Hagan, Public Works Director John
Horton, Fire Chief Aaron Kreuder, Planning &
Community Development Director Maggie
Murray, Library Director Jill Sanders, City
Engineer Bob Veenstra

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 Cox, seconded by Pepper, to approve the agenda. Vote on
Motion 4-0. 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.*

Mayor Elrod and City Administrator Oliver CivicPlus presented Curt
Sullivan with the 2021 Small Town America Civic Volunteer Award.

- a. Approval of City Council Meeting Minutes of January 18, 2022 & January
31, 2022 (Special Meeting & Joint Planning Meeting)
- b. Receive and File - 2021 P&Z Annual Report
- c. Claims List
- d. Applications for Council Approval

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting was offered.*

- e. R-220207-28- Resolution of endorsement for the City of Bondurant's application the Wellmark Foundation's Built Environment Grant regarding the Park Side to Bondurant Recreational Sports Complex trail connection
- f. R-220207-29-Resolution of endorsement for the City of Bondurant's application to the DNR's Land and Water Conservation Fund Grant for the Park Side to Bondurant Recreational Sports Complex Trail Connection Project
- g. R-220207-46- Resolution setting date of public hearing for February 22, 2022 to consider a rezoning from the Agricultural (A-1) District to the Limited Industrial (M-1) District and Conservancy (U-1) District, pending annexation, on land owned by GHOLDS LLC; and request for Future Land Use Map update from Reserve Office to Industrial on portions of land currently guided for Reserve Office.
- h. R-220207-30- Resolution approving the Everett Mauch Estate Preliminary Plat, a subdivision in unincorporated Polk County within two miles of Bondurant's city limits
- i. R-220207-31-Resolution approving Action to Order Construction and Setting a Date for Public Hearing and Letting for the Ditch #2 Stream Restoration Project and Set Date of Public Hearing
- j. R-220207-33-Resolution approving Corrected Special Warranty Deed for property located in downtown Bondurant (100 and 104 Main Street SE)
- k. R-220207-34-Resolution approving the amended Black Oak Farm Plat 1 Preliminary Plat, a subdivision in unincorporated Polk County within two miles of Bondurant's city limits.
- l. R-220207-35-Resolution approving Bondurant's membership and inaugural dues in the amount of \$1,380.94 to the Mid-Iowa Planning Alliance for Community Development (MIPA), a newly-formed Economic Development District (EDD)
- m. R-220207-36-Resolution reappointing Julie Bergeson to the Bondurant Community Library Board

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting was offered.*

- n. R-220207-37-Resolution Approving Purchase of New Sewer Jet-Vac Equipment from Mid-Iowa Solid Waste Equipment Co. in the amount of \$461,045.00
- o. R-220207-38-Resolution approving Pay Request No. 16 to Multiple Vendors for the Bondurant Library Expansion Project in the amount of \$3,790.31
- p. R-220207-39-Resolution approving Pay Request No. 17 to Multiple Vendors for the Bondurant Library Expansion Project in the amount of \$30,334.61
- q. R-220207-40-Resolution approving Pay Request No. 16 from Story Construction for the Construction Management of the Library Expansion & Renovation Project in the Amount of \$2,565.41
- r. R-220207-41Resolution approving Change Orders Totaling \$4,163.33 for the Bondurant Community Library Expansion Project
Peffer commented on items 5e & f and congratulated Shelby on the newspaper bill.

Motion by Peffer, seconded by Driscoll, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- 6. Guests requesting to address the City Council
Curt Sullivan, 909 14th Street, SE, thanked the City Council and Marketa for the award and commented on the projects and progression of the city.
 - a. Polk County Sheriff's Report
Captain Van Hoozer reported 681 Calls of Service in the month of January with most of the calls for traffic stops and building checks.
 - b. CVB Update - Greg Edwards
Greg Edwards, Greater Des Moines Convention & Visitors Bureau, presented an update to the City Council.

7. **Public Hearing**

- a. Public Hearing on Proposed Property Tax Levy (Max Levy Rate)
Mayor Elrod opened the public hearing at 06:23 PM.
City Administrator Oliver explained the proposed property tax levy. The rate is neither the property tax levy the City is proposing nor the full levy rate. This hearing is about the maximum amount of revenue the City can

collect from certain tax levies.

Mayor Elrod closed the public hearing at 06:26 PM.

- b. Hold Knuth annexation public hearing, a 100% voluntary annexation request within 2 miles of another community (Altoona).

Mayor Elrod opened the public hearing at 06:26 PM.

Planning & Community Development Director Murray explained that this is a voluntary annexation.

Mayor Elrod closed the public hearing at 06:27 PM.

8. Action Items

- a. R-220207-32- Resolution approving the Site Plan at 2510 Robinson Avenue, NE

Motion by Cox, seconded by Sillanpaa, to Approve R-220207-32. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- b. R-220207-42- Resolution considering approval of the Knuth annexation request

Motion by Pepper, seconded by Cox, to Approve R-220207-42. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- c. R-220207-43-Resolution approving the Maximum Property Tax Dollars for Affected Tax Levies for FY23

Motion by Pepper, seconded by Driscoll, to Approve R-220207-43. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- d. R-220207-44-Resolution approving a professional services agreement with Veenstra & Kimm, Inc. for multiple projects related to the City of Bondurant Municipal Water System Improvements for an amount not to exceed \$1,126,000

Motion by Cox, seconded by Pepper, to Approve R-220207-44. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- e. R-220207-45-Discussion and possible consideration of a resolution approving a Proposal from and authorizing the Mayor to execute an agreement with Emergency Services Consulting International in the amount of \$48,233 (inclusive of expenses) for Bondurant Emergency Services Department Strategic Plan

Motion by Driscoll, seconded by Pepper, to Approve R-220207-45. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- f. R-220207-47-Resolution approving Bond Purchase Agreement, providing for the issuance of General Obligation Annual Appropriation

Corporate Purpose Bonds, Series 2022A and providing for the levy of taxes to pay the same

Motion by Cox, seconded by Peffer, to Approve R-220207-47. Roll Call: Ayes: Cox, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

9. Discussion Items -

- a. Tree Removal Request (Paine Street)
City Administrator Oliver updated the council on the issue; the homeowner's line is clear. Staff recommends not removing the tree.
- b. -Greater Des Moines Partnership DC Trip
The City Council discussed the Greater Des Moines Partnership Washington D.C. trip and the investment and value the trip brings to the City.
- c. Continuation of Discussion Regarding Draft Golf Cart Ordinance
The City Council discussed the proposed ordinance with staff. City Administrator Oliver will make edits and send a draft to the Polk County Sheriff's Department for comment.

10. Reports / Comments and appropriate action thereon:

- a. Mayor
DART update, male library board member needed.
- b. Council Members
Peffer - Catch Des Moines meeting update, Parks and Recreation Board meeting update, joint meeting comments.
Driscoll - Joint meeting comments, upcoming BRAVO meeting, upcoming Tree Board meeting.
Cox - Chamber meeting tomorrow, BDI meeting on Wednesday, Cocktails & Conversation on Thursday at Los Altos restaurant, EPIC update.
Sillanpaa - P&Z update, joint meeting comments.
- c. Administrator
Shoutout to Shelby on the newspaper bill, John for grant application, and Maggie and Emily on their work on a project, hometown feel comments.
- d. Directors
Horton - Grant update, upcoming projects.
Kreuder - Staff and fleet update.
Murray - Upcoming P&Z meeting, joint meeting comments.

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

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting was offered.*

Motion by Driscoll, seconded by Cox, to Move to close the regular meeting and move into closed session at 06:48 PM. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

Mayor Elrod closed the closed session at 08:07 PM.

12. Adjournment

Motion by Pepper, seconded by Cox, to adjourn at 08:07 PM. Vote on Motion 4-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the undersigned 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 February 7, 2022, 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



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

Item No. 5.b.
For Meeting of 2/22/2022
Receive and File

TITLE: Receive & File - Library Board Meeting Minutes of January 5, 2022 & Director's Report

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. January 5, 2022 Library Board Meeting Minutes
2. Director's Report

Meeting Minutes
Bondurant Community Library | Library Board of Trustees
Wednesday, January 5, 2022

1. **Roll Call:** *Members Present:* Pat Kaura, Craig Kinrade, Josh Bryant, Julie Bergeson, Jen Keeler, Sue Ugulini and Craig Campbell. Library Director Sanders and assistant Director Klinker-Feld were also present.
2. **Call to order:** Meeting called to order at 7:00 PM by President Kaura.
3. **Guests present:** Clint Jensen, Story Construction Management.
4. **Perfecting and Approving the Agenda:** Motion to approve the agenda, as amended to include Election of Officers, by Ugulini, seconded by Campbell. Motion carried.
5. **Capital Improvement Project:** Mr. Clint Jensen [Story Construction Management] provided detailed updates on the capital improvement project, necessary change orders and current budget information.
 - a. **Discussion/Approval of Application and Certificate for Payment:** Motion to approve change orders by Campbell seconded by Keeler. Motion carried.
6. **Approval of Consent Agenda:**
 - a. Minutes of past meeting – December 2022
 - b. Financial Report
 - c. Approve Warrant list / authorize expenditures
 - d. Staff Report - December
 - e. Director's Report - December
 - f. Statistics Review

Motion to approve the above consent agenda by Ugulini, seconded by Kinrade. Motion carried.
7. **Public Comments:** None.
8. **Library Foundation Update:** No update. Next meeting January 19, 2022
9. **City Council Liaison Report:** None.
10. **Old Business:** Director's evaluation was completed. Director Sanders provided update on the Strategic Plan.
10. **New Business:**
 - a. **Election of Officers.** The following slate of officers was nominated: President, Pat Kaura; Vice President, Josh Bryant; Secretary, Julie Bergeson. Motion to approve the slate of officers by Kinrade Bryant, seconded by Kinrade. Motion carried. Trustee Kinrade indicated he will not be seeking another term. Board thanked him for many years of service and Director Sanders will begin accepting nominees.

- b. Review/Approve Circulation Policy.** Motion to approve with edits by Bergeson, seconded by Ugulini. Motion carried.
- c. Discussion: Solar Panels [Marketa Oliver, City of Bondurant].** Director Sanders told that the City is beginning to research solar panels for both City Hall and the Library. Discussion held.

11. Board President Items: None.

12. Adjournment: Motion to adjourn by Bryant, seconded by Campbell. Motion carried and meeting adjourned at 7:27 PM.

Next Meeting: Wednesday, February 2, 2022



Librarian items January 2022

- Third quarter distribution from the Polk County Supervisors for rural Polk County Library usage has been received for \$11,425.00.
- Delivery of the last furniture piece was delivered on January 27th from Storey Kenworthy. It was the small seating section for Group Study B.
- In December and January, I worked with the school on a challenge of a book that was in the Middle and High School Libraries. The challenge process was completed mid-January and the Reconsideration Committee forwarded their recommendation to the School Board for consideration. The Bondurant Library and the Bondurant School District have the same process in place for challenges of materials, this includes sharing a Reconsideration Committee. The committee is comprised of Library Staff, community members and school staff.
- Assistant Library Director Michell and I attended the annual Bondurant Chamber Dinner on January 14th. Where we were honored to accept on behalf of the Library the Chamber of Commerce award for Organization of the Year. The following is what our nomination said about the library : “Finalists for Organization of the Year were: Battle of the Bands, Bondurant Community Library, Bondurant-Farrar Community Schools, Bondurant Men’s Club, and City of Bondurant. This business has gone through a lot with the addition but upheld their standards. It is a great place for our kids to learn, grow, and make new friends. They are an amazing community resource. They take time to check in with children, ask parents how they are doing, encourage people to participate in the free activities, and go above and beyond to make people feel they are a partner in our community as opposed to being obligated to be there. Bondurant Community Library. “ Thank you Council for making it possible for Library Staff to do what we enjoy doing every day.
- The building currently has a HVAC unit that is down. It had a defective part that has been ordered.

Stats for January 2022

- Total Circulation for the month 6132, 2376 (2021 Pandemic) last year at this time.

- On-line usage (e-Books, Downloadable music, Tumblebooks, Hoopla (music, ebooks, streaming video), Transparent Language, Brainfuse, Adventure Pass 1106, last year.
- Door Count 1342.
- Assisting patrons by phone, with the catalog, computers, etc. 392 and 621 last year.
- Story times- 20 were held with 67 attending, in person, last year 12 story times with 30 attending virtually.
- Total programming attendance 381 for adults, youth and children last year 62 attended.
- Website hits 6412, last year 5456.
- Internet usage in house was 236, last year 52, 855 Wi-Fi users 349 last year, 92 hotspot were used this past month last year 67.
- Meeting room –We are beginning to take reservations for the meeting room again. January had 35 reservations by the community.
- Issued 42 new library cards. Last year we issued 14 cards during the month of January.
- The library did 36 requests for materials from other libraries and provided 79 to other libraries.
- 461 items were added to the collection and 188 were removed.
- 0 Curbside deliveries were made.
- 32 Mobile Printing.
- 0 Inside appointments. The Library has opened for full service.



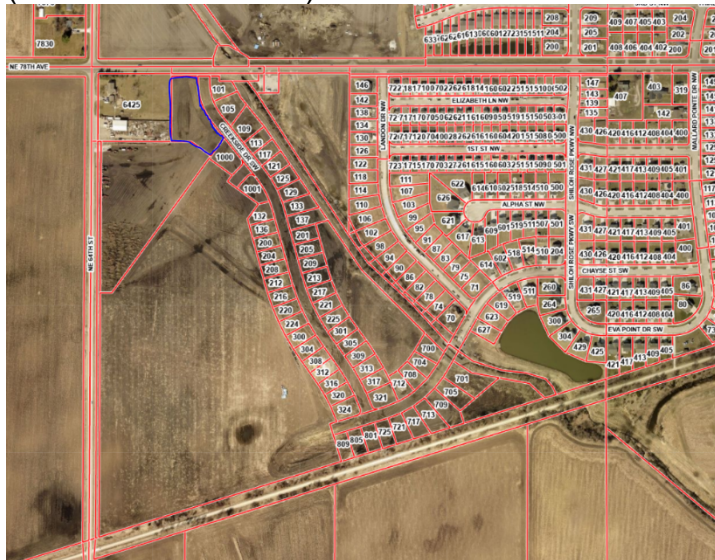
**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.c.
For Meeting of 2/22/2022
Receive and File

TITLE: Receive and File - Minor PUD Amendment: Quail Run Phase 2 PUD Conceptual Plan

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The developer of the Quail Run Phase 2 Preliminary Plat area has submitted a minor PUD amendment for the area identified as Outlot Z (circled in blue below).



Since this is a minor PUD amendment and not a substantial modification, no formal zoning re-review/re-approval is necessary by the Planning & Zoning Commission and City Council. Substantial modification, per the ordinance, is described below:

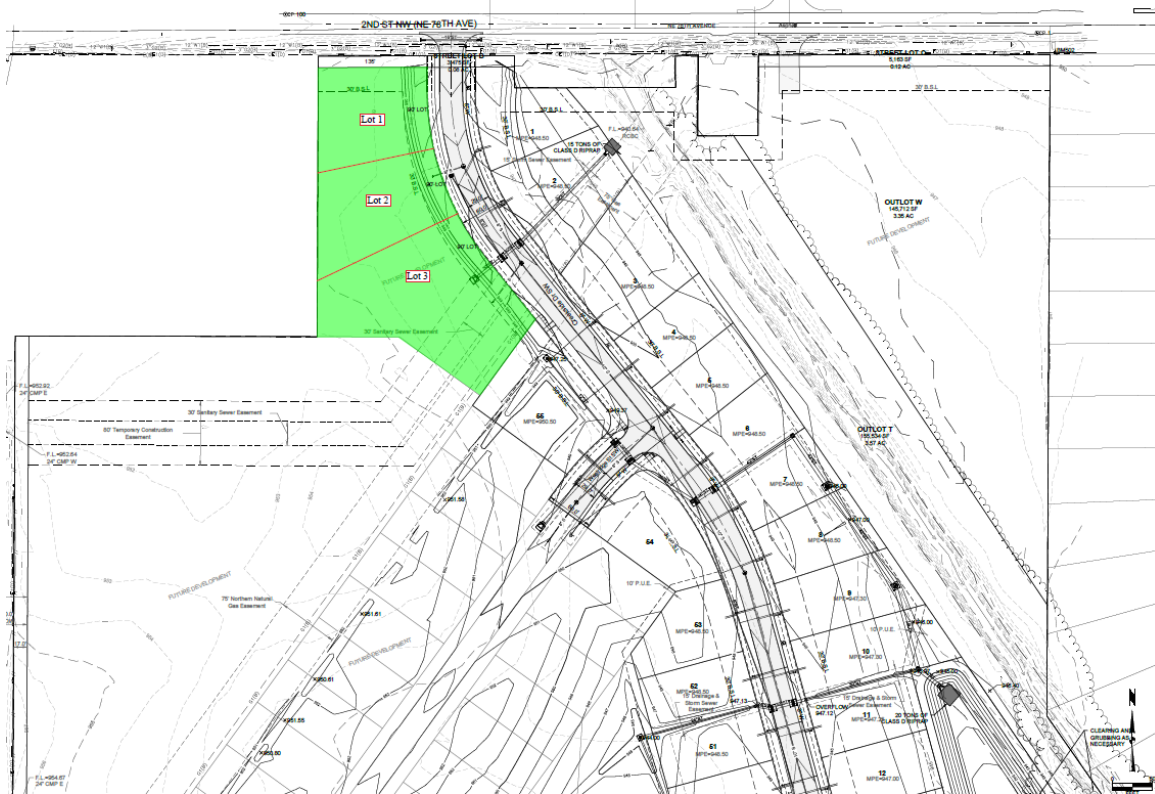
Substantial modifications are hereby defined to include, but are not limited to, the following: increased density; intensification of use by changing to a higher classification, with conventional single family being the lowest classification and progressing to attached single family, multiple family, public facilities/uses, approved conditional uses, commercial (where permitted); addition of uses, or elimination of conditions or

restrictions on a use or uses; increased Floor Area Ratios, or other modifications considered probable to generate increased traffic, sewage, waste consumption, or other detrimental conditions; significant modifications to peripheral buffering or screening, setbacks, height, location of buildings, drives, or other improvements, which were intended for protection of proximate properties, provided that substitution of equivalent screening materials shall not be considered a substantial modification; modifications to the street pattern, such as that of major streets or continuations of existing streets which will have a demonstrable impact on traffic flow such as to effectively change the functional classification of the street; modifications to access which may lead to increased congestion, or to additional commercial or industrial traffic on a local residential street; or other changes deemed substantial by the City Administrator.

The original Quail Run Phase 2 PUD Conceptual Plan called this Outlot Z to be used for commercial use, with the thought that this Outlot Z could be combined with the land immediately west at 6425 NE 78th Avenue to create a potentially larger commercial development site. The land to the west at 6425 NE 78th Avenue is not under control by the Quail Run Phase 2 developer. This land to the west is not within the Quail Run Phase 2 development area. The timeline is unknown for if/when the site at 6425 NE 78th Avenue were to ever develop for commercial use.

The Quail Run Phase 2 developer is now instead proposing to decrease the Outlot Z intensity from commercial to single-family detached. Three or four single-family detached lots fronting Creekside Drive SW are proposed within this Outlot Z area. Similar to all other single-family detached lots within this Quail Run Phase 2 development area, these three additional lots must meet R-2 bulk regulations.

Layout of the three proposed residential lots on Outlot Z:



If 6425 NE 78th Avenue were to ever develop for commercial use, it would just develop as its own, independent development without Outlot Z.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Since this has been classified as a minor amendment and not a substantial amendment, no formal action is necessary by the City.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.d.
For Meeting of 2/22/2022
Receive and File

TITLE: Receive & File- Bondurant Municipal water Supply Sanitary Survey

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On February 8th 2022, the Iowa DNR conducted a Sanitary Survey for compliance with the Bondurant Municipal Water System. The results of the inspection are attached for your review. Some highlights from the survey are below.

- Due to our population increase, the number of monthly bacteria samples that need to be taken has increased from 6 to 8 samples per month.
- It was recommended that we rotate where our daily Chlorine Residual sample is taken in the distribution system. (Staff is evaluating this and will take steps to implement it)
- Need to upgrade undersized water main infrastructure to ensure proper fire protection. (This is in the FY24 CIP)
- We are now required to collect one Nitrite sample from the distribution system annually.

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 7717032 02-08-2022 Bondurant final
2. Bondurant SHL results



February 15, 2022

MAYOR DOUG ELROD
BONDURANT MUNI WATER SUPPLY
200 2ND ST NE
BONDURANT IA 50035

Subject: Bondurant Municipal Water Supply Sanitary Survey
Public Water Supply ID # IA7717032

Dear Doug Elrod:

Enclosed is the report of the recent sanitary survey of the public water supply referenced above.

No significant deficiencies were identified during this survey, but several minor deficiencies and recommendations are summarized at the end of the report. We believe you will find the report self-explanatory and strongly encourage you to take action on the minor deficiencies and recommendations listed near the end.

You may contact Ms. Gastineau (515/250-4291 or janet.gastineau@dnr.iowa.gov) or this office with any questions or comments.

The cooperation and assistance of Pat Collison and John Horton in completing this survey was appreciated.

Sincerely,

Ted Petersen

Digitally signed by Ted Petersen
Date: 2022.02.14 15:43:35 -06'00'

Ted Petersen
Supervisor, Field Office #5

Enclosure(s): SHL Results

c: Water Supply Operations (w/encl. via email: pwsrecords@dnr.iowa.gov)
Pat Collison (w/encl. via email)
John Horton (w/encl. via email)

**IOWA DEPARTMENT OF NATURAL RESOURCES
PUBLIC WATER SUPPLY SANITARY SURVEY**

PWSID #: IA7717032

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PUBLIC WATER SUPPLY INFORMATION			
SYSTEM	NAME: BONDURANT MUNI WATER SUPPLY		PWS CLASSIFICATION: Community
	ADDRESS: CITY OF BONDURANT, 200 2ND ST NE, PO BOX 37, BONDURANT, IA, 50035		PHONE: 515-967-2418
	RESPONSIBLE AUTHORITY/OWNER: CITY OF BONDURANT		
	OWNER'S ADDRESS 200 2ND ST NE, PO BOX 37, BONDURANT IA 50035		PHONE: 515-967-2418
	TREATMENT GRADE: N/A	DISTRIBUTION GRADE: WD2	WATER USE PERMIT #: NA

SOURCE/ENTRY POINT	SDWIS NAME: SS FROM DES MOINES WW, IA7727031	DESCRIPTION/PHYSICAL LOCATION: 1) NE 78 th Avenue and NE 64 th Street (north SEP) doesn't have a good tap & 2) Hwy 65 and Franklin St. SW (south SEP), but uses Git-n-Go (it's in the new Kum & Go yard)

OPERATOR IN CHARGE			
RESPONSIBLE OPERATOR(S)	NAME: PATRICK COLLISON	Grade: WT2 / WD3	CERTIFICATION #: 1961

SURVEY INFORMATION				
SURVEY	DATE THIS SURVEY: 2/8/2022	DATE LAST SURVEY: 04/12/2019	PURPOSE: Routine Sanitary Survey	
PERSON INTERVIEWED	NAME: Pat Collison John Horton		TITLE: Water Superintendent Public Works Director	
CONSUMPTION	Period Reviewed: 2/21 to 1/22	AVERAGE DAILY USE (MGD): 0.592	MAXIMUM DAILY USE (MGD): 1.808	PE @100 GPCD: 5919
POPULATION SERVED	TOTAL NUMBER OF SERVICE CONNECTIONS: 3300		POPULATION OUTSIDE CORPORATE LIMITS: 130 residential connections (325 individuals)	
	CENSUS POPULATION: 7365		TOTAL POPULATION SERVED*: 7690	
	MILES OF PIPE: N/A			

*equals census pop. + population outside corp. limits (2.5 X # of service connections or actual pop.)

SURVEY INFORMATION		
ASSESSMENTS	SOURCE CLASSIFICATION: Surface water purchased	ORGANIC CHEMICAL PHYSICAL VULNERABILITY (SW//GW SYSTEMS ONLY): No
	ORGANIC CHEMICAL VULNERABILITY (GW SYSTEMS ONLY): NA	ORGANIC PHYSICAL VULNERABILITY (GW SYSTEMS ONLY): NA

AUTHENTICATION		
INSPECTOR	NAME/TITLE: Janet Gastineau, Environmental Specialist Senior	DATE: 2/11/2022
REVIEWER	NAME/TITLE: Tom Atkinson, Environmental Specialist Senior	DATE: 2/14/2022

General Description

The City of Bondurant purchases water from the Des Moines Water Works. There are two metered connections located on the southeast corner of NE 78th Avenue and NE 64th Street and one on the NW corner of NE 64th Street and Hwy 65, where NE. 62nd Avenue intersects; these are known respectively as the north and south source/entry points. Distribution system residual disinfection is monochloramine and pressure is provided by a 400,000-gallon elevated storage tower owned, operated, and maintained by Des Moines Water Works (DMWW).

1. Sources

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

2. Treatment

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

3. Distribution System

- Customer meter management, such as meter testing, calibration, or replacement; improved meter reading practices and processes used for dealing with complaints about high bills; and identifying customer leaks or identifying and rectifying stuck meters, should be undertaken to ensure the accuracy of all meters and the integrity of the consumption data.
- Rotate among different locations throughout the distribution system when measuring and recording chlorine residuals daily for compliance purposes. [567 IAC 42.4(3)"a"(2)5 and 43.6(1)"c"(2)1]
- The minimum size of water main which provides for fire protection and serving fire hydrants shall be six-inch diameter. The minimum size of water main in the distribution system where fire protection is not to be provided should be a minimum of three inch diameter. When fire protection is provided, it should be limited to segments of the distribution system that are served with adequately sized piping between the point of use and the treatment plant and in accordance with the requirements of the State Insurance Services Office. [Recommended Standards for Water Works 8.2.2 and 8.2.3]

4. Finished Water Storage

The City recently negotiated a land deal for the construction of an elevated storage tank; it is currently under design.

5. Pumps, Pump Facilities and Controls

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

6. Monitoring, Reporting and Data Verification

- Source/entry point samples must be taken at a designated location that is representative of all water after treatment and prior to entering the distribution system. [Recommended Standards for Water Works 2.10 and 2.11] The operator currently uses the Git-n-Go across the street from the south connection as the source/entry point, but the north source/entry point (SEP) is not monitored at all, because there is not an adequate tap or service connection in proximity. Since the previous sanitary survey, a new convenient store was constructed adjacent to the south SEP, so use of this location for monitoring daily disinfectant residuals should commence. The City is also encouraged to consider installation of a continuous chlorine analyzer at the north location or to work with DMWW to install a sample tap or sampling station to ensure both SEP are monitored as required.

- It is recommended that the Data Integrity Checklist provided during this survey be used each time the portable instrument(s) is calibrated and for general operation and maintenance to help ensure the integrity and validity of data the instrument provides.
- Modifications to the monitoring requirements contained within the Operation Permit have been recommended to the Water Supply Operations staff. A revised Operation Permits will be issued in the near future that includes an increase from six to eight total coliform samples each month (due to population increase) and the addition of a one sample collected annually in the third quarter from the distribution system for nitrite analysis by a certified laboratory. Nitrite monitoring will have to be conducted according to a written sampling plan; the template for this was provided to the operator following this survey.
- During this survey a sample was collected at the south source/entry point and submitted to the State Hygienic Laboratory for manganese analysis; the result was less than the detectable level. The total residual chlorine level was also measured at this location; it was 2.8 mg/L.
- The following field measurements were obtained from the Hach SL1000 at the public works building in the distributions system:

Total chlorine (mg/L)	Nitrite (mg/L)	Ammonia (mg/L)	Free ammonia (mg/L)	Monochloramine (mg/L)
2.52	0.005	0.53	0.04	2.48

7. Water System Management and Operations

A positive response to customer problems is a good management practice. It is recommended that the water system develop a system for tracking and analyzing customer complaints so the water system manager can prevent problems or address them before they get out of hand.

8. Operator Certification Compliance

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

Summary of Significant Deficiencies

There are no significant deficiencies to report based on observations made at the time of this survey.

Summary of Minor Deficiencies

1. Rotate among different locations throughout the distribution system when measuring and recording chlorine residuals daily for compliance purposes. [567 IAC 42.4(3)"a"(2)5 and 43.6(1)"c"(2)1]
2. Provide a source/entry point sample location that is representative of all water prior to entering the distribution system. [Recommended Standards for Water Works 2.10 and 2.11]

Summary of Recommendations

1. Develop a system for tracking and analyzing customer complaints.
2. Ensure water mains are sized appropriately where fire protection is provided. [Recommended Standards for Water Works 8.2.2 and 8.2.3]
3. Use the Data Integrity Checklist provided during this survey each time the portable instrument(s) is calibrated and for general operation and maintenance.
4. Develop and implement a water meter maintenance and change-out program.

Summary of Reminder

A revised Operation Permit will be issued with modified monitoring requirements.



Collection Location git-n-go 3207 henry st	Collector gastineau janet	Client Reference bondurant	Accession # 2039108	
PWS ID/PWS Name IA7717032 BONDURANT MUNI WATER SUPPLY	Collected 2022-02-08 15:10	Received 2022-02-08 15:45	Project idnr manganese	
Report To	ANNE LYNAM IDNR MANGANESE MONITORING 502 E 9TH ST DES MOINES, IA 50319		Facility ID 01	Sampling Pt ID 01
			SDWA Sample Type SP - Special	Sample Category Chemical
			Sample Type Drinking Water	
			Sample Note(s) 1	

RESULTS OF ANALYSIS - FINAL REPORT

TEST	RESULT (mg/L)	QUANT LIMIT	ACTION LEVEL	ANALYSIS NOTE(S)
Metals, EPA 200.8 Manganese	<0.02	0.02	0.3	2

SAMPLE AND ANALYSIS NOTES

1. Upon arrival, sample met container and preservation requirements for the analysis requested. Please review carefully your sample results for additional analyte comments or method exceptions.
2. The MCL (maximum contaminant level) is only applicable to compliance monitoring samples under the Safe Drinking Water Act (SDWA).

ANALYSIS INFORMATION

TEST	ANALYZED	SITE	RELEASED	ANALYSIS PREP
1. Metals, EPA 200.8	2022-02-10 10:53 SGB	3201	2022-02-14 14:03 MRC	

DESCRIPTION OF UNITS

mg/L = Milligrams per Liter

SITE(S) PERFORMING TESTING

3201 STATE HYGIENIC LABORATORY ANKENY, IOWA LABORATORIES COMPLEX, 2220 S ANKENY BLVD, ANKENY, IA 50023; Phone 515/725-1600; Fax 515/725-1642; Michael D. Schueller, M.S., Associate Director; Wade K. Aldous, Ph.D. (D)ABMM, Associate Director; IOWA ENVIRONMENTAL LAB ID #397

The result(s) of this report relate only to the items analyzed. Where the laboratory has not been responsible for the sampling stage the results apply only to the sample as received. This report shall not be reproduced except in full without the written approval of the laboratory. If you have any questions, please call Client Services at 800/421-IOWA (4692) or 319/335-4500.



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00575 - PYPKT00287 - 01/31-02/13/2022 PAID
02/18/2021

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2304 - EBS										Vendor Total: 18,167.97
INV0001828	Invoice	2/18/2022	2/18/2022	3/1/2022	2/18/2022	1,288.84	0.00	0.00	0.00	1,288.84
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 3/1/2022			Bank Draft:	DFT0001428
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,288.84	0.00	0.00	0.00	1,288.84	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,288.84	100.00%				
INV0001833	Invoice	2/18/2022	2/18/2022	3/1/2022	2/18/2022	13,745.74	0.00	0.00	0.00	13,745.74
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 3/1/2022			Bank Draft:	DFT0001432
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	13,745.74	0.00	0.00	0.00	13,745.74	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				13,745.74	100.00%				
INV0001834	Invoice	2/18/2022	2/18/2022	3/1/2022	2/18/2022	804.77	0.00	0.00	0.00	804.77
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 3/1/2022			Bank Draft:	DFT0001433
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EBS ADMIN COST	Service		0.00	0.00	804.77	0.00	0.00	0.00	804.77	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				804.77	100.00%				
INV0001836	Invoice	2/18/2022	2/18/2022	3/1/2022	2/18/2022	947.77	0.00	0.00	0.00	947.77
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 3/1/2022			Bank Draft:	DFT0001435
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LIFE & DIS PRINCIPAL	Service		0.00	0.00	947.77	0.00	0.00	0.00	947.77	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				947.77	100.00%				
INV0001837	Invoice	2/18/2022	2/18/2022	3/1/2022	2/18/2022	1,158.94	0.00	0.00	0.00	1,158.94
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 3/1/2022			Bank Draft:	DFT0001436
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	1,158.94	0.00	0.00	0.00	1,158.94	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				1,158.94	100.00%				
INV0001838	Invoice	2/18/2022	2/18/2022	3/1/2022	2/18/2022	221.91	0.00	0.00	0.00	221.91
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 3/1/2022			Bank Draft:	DFT0001437

Payable Register

Packet: APPKT00575 - PYPKT00287 - 01/31-02/13/2022 PAID 02/18/2021

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
VISION AVISES	Service		0.00	0.00	221.91	0.00	0.00	0.00	221.91	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2132	VISION WITHHOLDING				221.91	100.00%				

Vendor: [1274 - ICMA-RC SERVICES LLC](#)

Vendor Total: 664.38

INV0001831	Invoice	2/18/2022	2/18/2022	2/18/2022	2/18/2022	325.00	0.00	0.00	0.00	325.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 2/18/2022		Bank Draft:	DFT0001430	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	NA		0.00	0.00	325.00	0.00	0.00	0.00	325.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
001-050-2130	ICMA-RC				325.00	100.00%				

INV0001832	Invoice	2/18/2022	2/18/2022	2/18/2022	2/18/2022	339.38	0.00	0.00	0.00	339.38
DEFERRED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 2/18/2022		Bank Draft:	DFT0001431	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DEFERRED COMPENSATION	Service		0.00	0.00	339.38	0.00	0.00	0.00	339.38	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
001-050-2130	ICMA-RC				339.38	100.00%				

Vendor: [0238 - IOWA WORKFORCE DEVELOPMENT](#)

Vendor Total: 490.00

INV0001842	Invoice	3/18/2022	3/18/2022	3/18/2022	3/18/2022	490.00	0.00	0.00	0.00	490.00
Unemployment Insurance	AP Bank Code - AP Bank				No	Payment Date: 3/18/2022		Bank Draft:	DFT0001441	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Unemployment Insurance	NA		0.00	0.00	490.00	0.00	0.00	0.00	490.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2122	STATE WITHHOLDING				490.00	100.00%				

Vendor: [0239 - IPERS](#)

Vendor Total: 11,271.30

INV0001835	Invoice	2/18/2022	2/18/2022	2/28/2022	2/18/2022	409.72	0.00	0.00	0.00	409.72
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 2/18/2022		Bank Draft:	DFT0001434	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	409.72	0.00	0.00	0.00	409.72	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2123	IPERS WITHHOLDING				409.72	100.00%				

INV0001839	Invoice	2/18/2022	2/18/2022	2/28/2022	2/18/2022	10,861.58	0.00	0.00	0.00	10,861.58
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 2/18/2022		Bank Draft:	DFT0001438	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	2,758.61	0.00	0.00	0.00	2,758.61	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2123	IPERS WITHHOLDING				2,758.61	100.00%				

Payable Register

Packet: APPKT00575 - PYPKT00287 - 01/31-02/13/2022 PAID 02/18/2021

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	8,102.97	0.00	0.00	0.00	8,102.97	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2123	IPERS WITHHOLDING				8,102.97	100.00%				

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 15,643.33

INV0001841	Invoice	2/18/2022	2/18/2022	2/18/2022	2/18/2022	15,643.33	0.00	0.00	0.00	15,643.33
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 2/18/2022		Bank Draft:		DFT0001440

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	8,490.74	0.00	0.00	0.00	8,490.74
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
112-050-2121	FICA/MEDICARE WITHHOLDING				8,490.74	100.00%		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	1,985.76	0.00	0.00	0.00	1,985.76
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
112-050-2121	FICA/MEDICARE WITHHOLDING				1,985.76	100.00%		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	5,166.83	0.00	0.00	0.00	5,166.83
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
670-050-2120	FEDERAL WITHHOLDING				10.86	0.21%		
741-050-2120	FEDERAL WITHHOLDING				227.04	4.39%		
001-050-2120	FEDERAL WITHHOLDING				3,272.00	63.33%		
110-050-2120	FEDERAL WITHHOLDING				582.62	11.28%		
610-050-2120	FEDERAL WITHHOLDING				515.75	9.98%		
600-050-2120	FEDERAL WITHHOLDING				558.56	10.81%		

Vendor: [2249 - Kabel Business Industries](#)

Vendor Total: 2,030.15

INV0001829	Invoice	2/18/2022	2/18/2022	2/18/2022	2/18/2022	1,987.65	0.00	0.00	0.00	1,987.65
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 2/18/2022		Bank Draft:		DFT0001429

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	1,987.65	0.00	0.00	0.00	1,987.65
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
820-050-2131	SELF-FUNDED WITHHOLDING				1,987.65	100.00%		

INV0001830	Invoice	2/18/2022	2/18/2022	3/7/2022	2/18/2022	42.50	0.00	0.00	0.00	42.50
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 3/7/2022		Bank Draft:		DFT0001442

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE	Service	0.00	0.00	42.50	0.00	0.00	0.00	42.50
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
820-050-2131	SELF-FUNDED WITHHOLDING				42.50	100.00%		

Vendor: [1832 - TREASURER - STATE OF IOWA](#)

Vendor Total: 2,687.50

INV0001840	Invoice	2/18/2022	2/18/2022	2/18/2022	2/18/2022	2,687.50	0.00	0.00	0.00	2,687.50
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 2/18/2022		Bank Draft:		DFT0001439

Payable Register
Packet: APPKT00575 - PYPKT00287 - 01/31-02/13/2022 PAID 02/18/2021

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
State Tax Withholding	NA		0.00	0.00	2,687.50	0.00	0.00	0.00	2,687.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
610-050-2122	STATE WITHHOLDING				257.42	9.58%				
741-050-2122	STATE WITHHOLDING				114.03	4.24%				
670-050-2122	STATE WITHHOLDING				10.11	0.38%				
110-050-2122	STATE WITHHOLDING				279.68	10.41%				
600-050-2122	STATE WITHHOLDING				279.60	10.40%				
001-050-2122	STATE WITHHOLDING				1,746.66	64.99%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	15	50,954.63	0.00	0.00	0.00	50,954.63	50,954.63	0.00
Grand Total:		50,954.63	0.00	0.00	0.00	50,954.63	50,954.63	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	3,272.00
001-050-2122	STATE WITHHOLDING	1,746.66
001-050-2130	ICMA-RC	664.38
Total:		5,683.04

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	582.62
110-050-2122	STATE WITHHOLDING	279.68
Total:		862.30

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	10,476.50
112-050-2122	STATE WITHHOLDING	490.00
112-050-2123	IPERS WITHHOLDING	11,271.30
112-050-2124	HEALTH INSURANCE WITHHOLDING	16,657.22
112-050-2125	DENTAL INSURANCE	1,288.84
112-050-2132	VISION WITHHOLDING	221.91
Total:		40,405.77

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	558.56
600-050-2122	STATE WITHHOLDING	279.60
Total:		838.16

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	515.75
610-050-2122	STATE WITHHOLDING	257.42
Total:		773.17

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	10.86
670-050-2122	STATE WITHHOLDING	10.11
Total:		20.97

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	227.04
741-050-2122	STATE WITHHOLDING	114.03
Total:		341.07

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,030.15
Total:		2,030.15



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00576 - PYPKT00287 - 01/31-02/13/2022 PAID
02/18/2021

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0106 - COLLECTION SERVICES CENTER									Vendor Total:	254.77
INV0001827	Invoice	2/18/2022	2/18/2022	2/18/2022	2/18/2022	254.77	0.00	0.00	0.00	254.77
Child Support	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Case # 889222	NA		0.00	0.00	254.77	0.00	0.00	0.00	254.77	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-050-2127	CHILD SUPPORT WITHHOLDING				254.77	0%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	254.77	0.00	0.00	0.00	254.77	0.00	254.77
Grand Total:		254.77	0.00	0.00	0.00	254.77	0.00	254.77

Account Summary

Account	Name	Amount
001-050-2127	CHILD SUPPORT WITHHOLDING	254.77
Total:		254.77



Check Register

Packet: APPKT00576 - PYPKT00287 - 01/31-02/13/2022 PAID
02/18/2021

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank 0106	COLLECTION SERVICES CENTER	02/18/2022	Regular	0.00	254.77	59876

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	254.77
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
	1	1	0.00	254.77

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2022	254.77
			254.77



Check Register

Packet: APPKT00574 - 2/11/22 AP FOR MEETING ON 2/22/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1673	ARROW MANUFACTURING INC	02/15/2022	Regular	0.00	37.32	59832
0065	BONDURANT DEVELOPMENT INC.	02/15/2022	Regular	0.00	1,655.50	59833
1585	BIG GREEN UMBRELLA MEDIA INC	02/15/2022	Regular	0.00	490.00	59834
1537	BOUND TREE MEDICAL LLC	02/15/2022	Regular	0.00	127.47	59835
2504	CAPITAL ONE	02/15/2022	Regular	0.00	11.60	59836
2568	CAROLYN JEANNETTE SCHAR	02/15/2022	Regular	0.00	180.00	59837
0097	CITY OF DES MOINES	02/15/2022	Regular	0.00	67,622.10	59838
2075	CORE & MAIN LP	02/15/2022	Regular	0.00	230.15	59839
1333	DANKO EMERGENCY EQUIPMENT CO.	02/15/2022	Regular	0.00	766.64	59840
0145	DIAM PEST CONTROL	02/15/2022	Regular	0.00	150.00	59841
0144	DES MOINES WATER WORKS	02/15/2022	Regular	0.00	201.00	59842
2175	EMMONS & OLIVER RESOURCE	02/15/2022	Regular	0.00	41,388.29	59843
2567	ENVIRONMENTAL SYSTEMS RESEARCH	02/15/2022	Regular	0.00	500.00	59844
2246	ETECH	02/15/2022	Regular	0.00	179.88	59845
0459	GALLS LLC	02/15/2022	Regular	0.00	111.44	59846
2436	HILSABECK SCHACHT INC	02/15/2022	Regular	0.00	17,373.55	59847
0226	IOWA LEAGUE OF CITIES	02/15/2022	Regular	0.00	1,050.00	59848
0230	IOWA ONE CALL	02/15/2022	Regular	0.00	286.30	59849
2233	JENE JESS	02/15/2022	Regular	0.00	298.00	59850
1167	KEY COOPERATIVE	02/15/2022	Regular	0.00	31.00	59851
0251	KEYSTONE LABORATORIES	02/15/2022	Regular	0.00	55.00	59852
0348	LINDE GAS & EQUIPMENT INC.	02/15/2022	Regular	0.00	263.96	59853
0040	MEDIACOM	02/15/2022	Regular	0.00	802.63	59854
0842	MENARDS	02/15/2022	Regular	0.00	138.68	59855
	Void	02/15/2022	Regular	0.00	0.00	59856
0750	MIDWEST UNDERGROUND SUPPLY LL	02/15/2022	Regular	0.00	704.40	59857
2319	MIRANDA'S MONOGRAM MEMORIES	02/15/2022	Regular	0.00	780.00	59858
0286	METRO WASTE AUTHORITY	02/15/2022	Regular	0.00	9,153.17	59859
0979	NAPA AUTO PARTS	02/15/2022	Regular	0.00	4.45	59860
2423	NELSON ELECTRIC COMPANY	02/15/2022	Regular	0.00	14,831.37	59861
2561	NICOLE BALLANTYNE-EMERY	02/15/2022	Regular	0.00	180.00	59862
2192	OMNI EMS	02/15/2022	Regular	0.00	1,496.40	59863
0337	POLK COUNTY TREASURER	02/15/2022	Regular	0.00	57,433.00	59864
2017	RDG PLANNING & DESIGN	02/15/2022	Regular	0.00	2,692.42	59865
0460	SAFETY COALITION OF CTRL IOWA	02/15/2022	Regular	0.00	100.00	59866
1504	SHIVE-HATTERY INC	02/15/2022	Regular	0.00	1,400.00	59867
2566	STEPHANIE PROPER	02/15/2022	Regular	0.00	40.00	59868
2463	SUMMIT FIRE PROTECTION	02/15/2022	Regular	0.00	1,920.00	59869
2310	TITAN MACHINERY	02/15/2022	Regular	0.00	3,810.00	59870
2341	T-MOBILE	02/15/2022	Regular	0.00	360.00	59871
2239	UPHDM OCCUPATIONAL MEDICINE	02/15/2022	Regular	0.00	23.75	59872
0525	US CELLULAR	02/15/2022	Regular	0.00	521.88	59873
2231	VERIZON WIRELESS	02/15/2022	Regular	0.00	2,575.78	59874
0433	WILLIAMSONS REPAIR	02/15/2022	Regular	0.00	1,554.36	59875
0144	DES MOINES WATER WORKS	02/21/2022	Bank Draft	0.00	38,744.42	DFT0001425
0144	DES MOINES WATER WORKS	02/21/2022	Bank Draft	0.00	22.00	DFT0001426

Check Register

Packet: APPKT00574-2/11/22 AP FOR MEETING ON 2/22/22

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0144	DES MOINES WATER WORKS	02/21/2022	Bank Draft	0.00	26,518.31	DFT0001427

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	43	0.00	233,531.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	3	3	0.00	65,284.73
EFT's	0	0	0.00	0.00
	60	47	0.00	298,816.22

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2022	298,816.22
			<u>298,816.22</u>



Payroll Check Register

Checks

Pay Period: 1/31/2022-2/13/2022

Packet: PYPKT00287 - 01/31-02/13/2022 PAID 02/18/2021

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
CHRISTIAN, MARGARET L	3129	Regular	02/18/2022	826.65	1073



Payroll Check Register

Direct Deposits

Pay Period: 1/31/2022-2/13/2022

Packet: PYPKT00287 - 01/31-02/13/2022 PAID 02/18/2021

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	02/18/2022	263.34	102315
BAILEY, BOYCE E	7104	02/18/2022	1,224.89	102316
BERGESON, JOHN W	7121	02/18/2022	1,525.77	102317
BRIGGS, ASHTON S	1511	02/18/2022	760.04	102318
BRUCE, EMMA	3141	02/18/2022	352.92	102319
BUCKLIN, JEFFERY D	1562	02/18/2022	813.71	102320
CARPENTER, JOHN C	5129	02/18/2022	1,330.71	102321
COLLINS JR, ANTHONY M	9152	02/18/2022	848.53	102322
COLLINS JR, ANTHONY M	9152	02/18/2022	30.00	102322
COLLISON, PATRICK F	5103	02/18/2022	1,969.73	102323
CORY, JOHN P	7120	02/18/2022	1,193.20	102324
CRITTENDEN, MATTHEW	1567	02/18/2022	646.53	102325
EHLE, AANNA N	1575	02/18/2022	760.08	102326
ELLIOTT, KYLE	1568	02/18/2022	531.70	102327
GERDNER, RONALD L	7122	02/18/2022	1,496.12	102328
HAGAN, SHELBY L	5118	02/18/2022	1,944.71	102329
HAHN, NATHAN D	1521	02/18/2022	145.49	102330
HARMISON, TROY G	1503	02/18/2022	1,278.15	102331
HIGGINS, DAVID P.	7105	02/18/2022	1,163.79	102332
HORTON, JOHN C	7112	02/18/2022	100.00	102333
HORTON, JOHN C	7112	02/18/2022	2,302.47	102333
HUFF, TIMOTHY J	1559	02/18/2022	1,239.71	102334
JESS, JENE N	5123	02/18/2022	2,464.63	102335
JOHNSON, ANNASTASHA	5130	02/18/2022	1,057.24	102336
KLINKER-FELD, MICHELL M	3135	02/18/2022	1,545.48	102337
KOOIKER, ASHTON BRENT	7123	02/18/2022	1,326.06	102338
KREUDER, AARON M	1441	02/18/2022	2,463.07	102339
MANGUM, MEGAN SUSANNA	3142	02/18/2022	417.66	102340
MARSHMAN, CRAIG A	5125	02/18/2022	1,257.00	102341
MORRIS, REBECCA L	1504	02/18/2022	1,827.03	102342
MURRAY, MARGARET	5126	02/18/2022	2,298.61	102343
OLIVER, MARKETA S	8403	02/18/2022	300.00	102344
OLIVER, MARKETA S	8403	02/18/2022	3,069.52	102344
PHIPPS-BUCKLIN, CHANTEL E	4145	02/18/2022	377.35	102345
REYNOLDS, RAY A	1537	02/18/2022	497.06	102346
RIZVIC, EMILY	5131	02/18/2022	1,432.08	102347
SANDERS, JILL C	3128	02/18/2022	1,944.43	102348
SCHINCKE, MEGAN	3137	02/18/2022	841.92	102349
SCHINCKE, MEGAN	3137	02/18/2022	360.82	102349
SCHROER, DAVID J	1528	02/18/2022	355.41	102350
SPOERRY, DANIELLE M	1527	02/18/2022	1,068.83	102351
SUMMERS, ALAN C	1534	02/18/2022	840.83	102352
VAN HOUTEN, NICOLE M	5121	02/18/2022	1,169.87	102353
WELTHA, CLAYTON	1566	02/18/2022	450.19	102354



Payroll Check Register

Report Summary

Pay Period: 1/31/2022-2/13/2022

Packet: PYPKT00287 - 01/31-02/13/2022 PAID 02/18/2021

Payroll Set: City of Bondurant, IA - 01

Type	Count	Amount
Regular Checks	1	826.65
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	44	49,286.68
Total	45	50,113.33



Refund Check Register

Refund Check Detail

UBPKT02427 - DEREK VERMEER 09-03228-02

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
09-03228-02	VERMEER, DEREK A	2/7/2022	59831	150.00	100	R00043072	150.00	Deposit
Total Refunds: 1				Total Refunded Amount:	150.00			

Revenue Code Summary

Revenue Code	Amount
100-DEP - WATER DEPOSIT	150.00
Revenue Total:	150.00

General Ledger Distribution

Posting Date: 02/07/2022

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER	600-000-1101	CLAIM ON POOLED CASH	-150.00	Yes
	600-050-2141	APPLIED CREDITS	0.00	
	600-810-1-4730	METER DEPOSITS	150.00	
	600 Total:		0.00	
Fund: 999 - POOLED CASH	999-000-1100	POOLED CASH	-150.00	Yes
	999-050-2300	DUE TO OTHER FUNDS	150.00	
	999 Total:		0.00	
	Distribution Total:		0.00	

Tax Abatement Applications
February 22, 2022
City of Bondurant

Name	Address	Closing Date	Cost
Allen Lazard	808 Spruce Street, NW	1/28/2022	\$259,900.00
Marilyn Borja	3501 Wolf Creek Road, SW	2/4/2022	{Applicant Left Blank}
Emily Mielk	1204 Grant Street, N	2/18/2022	\$436,500.00



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

Item No. 5.g.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution approving Pay Request No. 10 for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay app #10 in the amount of \$30,294.99 related to Commerce Crossings Phase 2 Public Infrastructure Improvement Project. Phase 2 is approximately 85% complete.

This pay application is for work completed from November 27th, 2021, through February 11th, 2022.

All roadway paving is completed. Recreational trail and traffic signal work will be completed in the spring of 2022.

FUNDING SOURCE: TIF/Bond Funding (Fund 354)

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-48
2. Pay Request No. 10

CITY OF BONDURANT
RESOLUTION NO. 220222-48

RESOLUTION APPROVING PAY REQUEST NO. 10 TO CONCRETE
TECHNOLOGIES INC. FOR THE COMMERCE CROSSINGS PHASE 2 PUBLIC
IMPROVEMENT PROJECT IN THE AMOUNT OF \$30,294.99

WHEREAS, the Commerce Crossings Phase 2 Public Improvements Project Pay Request No. 10 was submitted on February 14th, 2022; AND

WHEREAS, the pay request no. 10 is for the Commerce Crossings Phase 2 Public Improvement Project; AND

WHEREAS, Engineers from Shive-Hattery and City Staff have reviewed the pay application for accuracy; AND

WHEREAS, the amount for Pay Request No. 10 is \$30,294.99.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 10 for Concrete Technologies Inc. in the amount of \$30,294.99 is hereby approved.

Passed this 22nd day of February 2022,

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				



Owner: CITY OF BONDURANT
200 2ND STREET NE
BONDURANT, IA 50035

Contractor: Concrete Technologies Inc.
1001 SE 37th St.
Grimes, IA 50111

PAY REQUEST 10

PROJECT TITLE:	COMMERCE CROSSINGS DEVELOPMENT PUBLIC IMPROVEMENTS, PHASE 2	
S-H PROJECT FILE NUMBER:	4194870	
ORIG. CONTRACT AMOUNT & DATE:	\$1,963,849.83	06/07/21
ESTIMATED COMPLETION DATE:	June 10, 2022	
PAY PERIOD:	11/27/2021 - 02/11/2022	
PAY REQUEST NUMBER:	10	
DATE:	February 11, 2022	

BID ITEMS							
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	CONTRACTOR BID UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED TO DATE	VALUE COMPLETED TO DATE
1	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	6890.00	\$ 3.15	\$ 21,703.50	6,890.00	\$ 21,703.50
2	EXCAVATION, CLASS 10, RDWY & BORROW	CY	9160.00	\$ 3.50	\$ 32,060.00	9,160.00	\$ 32,060.00
3	SUBGRADE PREPARATION, 12 IN.	SY	10624.00	\$ 2.65	\$ 28,153.60	10,624.00	\$ 28,153.60
4	SUBGRADE TREATMENT, CEMENT STABILIZATION	TON	406.00	\$ 325.00	\$ 131,950.00	0.00	\$ -
5	MODIFIED SUBBASE, 6 IN.	SY	10624.00	\$ 11.25	\$ 119,520.00	10,624.00	\$ 119,520.00
6	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10 IN	LF	447.00	\$ 75.50	\$ 33,748.50	523.00	\$ 39,486.50
7	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 15 IN	LF	278.00	\$ 56.75	\$ 15,776.50	278.00	\$ 15,776.50
8	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 18 IN	LF	556.00	\$ 56.75	\$ 31,553.00	556.00	\$ 31,553.00
9	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 24 IN	LF	466.00	\$ 70.50	\$ 32,853.00	466.00	\$ 32,853.00
10	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 30 IN	LF	221.00	\$ 92.50	\$ 20,442.50	221.00	\$ 20,442.50
11	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 36 IN	LF	124.00	\$ 112.50	\$ 13,950.00	124.00	\$ 13,950.00
12	STORM SWR G-MAIN, TRENCHED, RCAP CLASS III, 18 IN EQ.	LF	233.00	\$ 105.00	\$ 24,465.00	233.00	\$ 24,465.00
13	CONCRETE APRONS, 36 IN	EACH	2.00	\$ 3,410.00	\$ 6,820.00	2.00	\$ 6,820.00
14	SUBDRAIN, LONGITUDINAL, 4 IN. PVC	LF	3669.00	\$ 19.00	\$ 69,711.00	2,960.00	\$ 56,240.00
15	SUBDRAIN, OUTLETS AND CONNECTIONS	EACH	42.00	\$ 305.00	\$ 12,810.00	42.00	\$ 12,810.00
16	LOCATING TILE LINES	STA	18.50	\$ 575.00	\$ 10,637.50	18.50	\$ 10,637.50
17	REPAIR TILE LINES, UNSPECIFIED SIZE AND TYPE	LF	370.00	\$ 8.50	\$ 3,145.00	370.00	\$ 3,145.00
18	WATER MAIN, TRENCHED, PVC, 8 IN.	LF	214.00	\$ 44.25	\$ 9,469.50	214.00	\$ 9,469.50
19	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	1930.00	\$ 60.00	\$ 115,800.00	1,930.00	\$ 115,800.00
20	WATER MAIN, TRENCHLESS, PVC, 12 IN.	LF	80.00	\$ 151.00	\$ 12,080.00	80.00	\$ 12,080.00
21	FITTINGS, DUCTILE IRON	LB	3910.00	\$ 6.50	\$ 25,415.00	4,143.00	\$ 26,929.50
22	GATE VALVE ASSEMBLY, DIP, 8 IN.	EACH	5.00	\$ 2,205.00	\$ 11,025.00	6.00	\$ 13,230.00
23	GATE VALVE ASSEMBLY, DIP, 12 IN.	EACH	6.00	\$ 3,570.00	\$ 21,420.00	7.00	\$ 24,990.00
24	FIRE HYDRANT ASSEMBLY, WM-201	EACH	5.00	\$ 5,250.00	\$ 26,250.00	5.00	\$ 26,250.00
25	TEMPORARY FLUSHING AND BLOWOFF DEVICE	EACH	3.00	\$ 4,305.00	\$ 12,915.00	5.00	\$ 21,525.00
26	VALVE BOX EXTENSION	EACH	1.00	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00
27	CONNECTION TO EXISTING WATER SYSTEM	EACH	2.00	\$ 2,835.00	\$ 5,670.00	2.00	\$ 5,670.00
28	REMOVAL AND ABATEMENT OF TRANSITE PIPE	LS	1.00	\$ 5,250.00	\$ 5,250.00	1.00	\$ 5,250.00
29	SANITARY SEWER MANHOLE, SW-301, 48 IN	EACH	2.00	\$ 4,300.00	\$ 8,600.00	2.00	\$ 8,600.00
30	STORM SEWER MANHOLE, SW-401, 48 IN	EACH	1.00	\$ 2,835.00	\$ 2,835.00	1.00	\$ 2,835.00
31	STORM SEWER MANHOLE, SW-401, 60 IN	EACH	1.00	\$ 3,885.00	\$ 3,885.00	1.00	\$ 3,885.00
32	STORM SEWER MANHOLE, SW-401, 96 IN	EACH	1.00	\$ 9,240.00	\$ 9,240.00	1.00	\$ 9,240.00
33	INTAKE, DOUBLE GRATE, SW-505	EACH	9.00	\$ 3,570.00	\$ 32,130.00	9.00	\$ 32,130.00
34	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EACH	12.00	\$ 6,040.00	\$ 72,480.00	12.00	\$ 72,480.00
35	REMOVE STORM SEWER INTAKE	EACH	1.00	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00

36	STD / S-F PCC PAVEMENT, CLASS C-SUD, 9 IN.	SY	9048.00	\$ 73.00	\$ 660,504.00	9,048.00	\$ 660,504.00
37	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	STA	16.90	\$ 380.00	\$ 6,422.00	16.90	\$ 6,422.00
38	RECREATIONAL TRAIL, PCC, 6 IN.	SY	1920.00	\$ 52.00	\$ 99,840.00	12.00	\$ 624.00
39	DETECTABLE WARNINGS	SF	140.00	\$ 39.00	\$ 5,460.00	0.00	\$ -
40	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TON	234.70	\$ 35.75	\$ 8,390.53	117.35	\$ 4,195.26
41	PAVEMENT REMOVAL	SY	1157.00	\$ 9.25	\$ 10,702.25	1,157.00	\$ 10,702.25
42	TRAFFIC SIGNALIZATION	LS	1.00	\$ 72,715.00	\$ 72,715.00	0.20	\$ 14,543.00
43	PAINTED PAVEMENT MARKINGS, DURABLE	STA	52.40	\$ 180.00	\$ 9,432.00	52.40	\$ 9,432.00
44	PAINTED PAVEMENT SYMBOLS AND LEGENDS, DURABLE	EACH	11.00	\$ 230.00	\$ 2,530.00	11.00	\$ 2,530.00
45	PAVEMENT MARKINGS REMOVED	STA	6.40	\$ 315.00	\$ 2,016.00	6.40	\$ 2,016.00
46	TRAFFIC CONTROL	LS	1.00	\$ 9,135.00	\$ 9,135.00	0.90	\$ 8,221.50
47	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	ACRE	3.20	\$ 1,415.00	\$ 4,528.00	0.00	\$ -
48	HYDRAULIC SEEDING, FERTILIZING, TYPE 5	ACRE	3.20	\$ 340.00	\$ 1,088.00	3.20	\$ 1,088.00
49	SWPPP PREPARATION	LS	1.00	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00
50	SWPPP MANAGEMENT	LS	1.00	\$ 3,675.00	\$ 3,675.00	0.80	\$ 2,940.00
51	FILTER SOCK, 8 IN.	LF	500.00	\$ 1.60	\$ 800.00	0.00	\$ -
52	REMOVAL OF FILTER SOCK	LF	500.00	\$ 0.55	\$ 275.00	0.00	\$ -
53	TEMPORARY RECP, WOOD EXCELSIOR MAT	SQ	627.00	\$ 1.85	\$ 1,159.95	0.00	\$ -
54	RIP-RAP, CLASS E	TON	23.00	\$ 77.75	\$ 1,788.25	53.80	\$ 4,182.95
55	SILT FENCE OR DITCH CHECK	LF	2850.00	\$ 1.60	\$ 4,560.00	1,872.00	\$ 2,995.20
56	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT	LF	2850.00	\$ 0.05	\$ 142.50	0.00	\$ -
57	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE	LF	2850.00	\$ 0.05	\$ 142.50	0.00	\$ -
58	STABILIZED CONSTRUCTION ENTRANCE	SY	139.00	\$ 11.50	\$ 1,598.50	139.00	\$ 1,598.50
59	EROSION CONTROL MULCHING, HYDROMULCH	ACRE	6.40	\$ 2,470.00	\$ 15,808.00	4.00	\$ 9,880.00
60	INTAKE PROTECTION DEVICE	EACH	21.00	\$ 158.00	\$ 3,318.00	42.00	\$ 6,636.00
61	INLET PROTECTION DEVICE, REMOVAL OF SEDIMENT	EACH	21.00	\$ 52.50	\$ 1,102.50	0.00	\$ -
62	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	EACH	21.00	\$ 26.25	\$ 551.25	0.00	\$ -
63	MOWING	ACRE	6.40	\$ 105.00	\$ 672.00	0.00	\$ -
64	MOBILIZATION	LS	1.00	\$ 43,500.00	\$ 43,500.00	1.00	\$ 43,500.00
65	CONCRETE WASHOUT	LS	1.00	\$ 4,555.00	\$ 4,555.00	1.00	\$ 4,555.00
CO 1.1	TRAFFIC SIGNALIZATION - ALTERNATE SUPPLIER	LS	1.00	\$ 2,787.00	\$ 2,787.00	1.00	\$ 2,787.00
CO 2.1	SIGNAL CONDUIT, 4 IN., REMOVE AND REPLACE	LS	1.00	\$ 3,880.00	\$ 3,880.00	1.00	\$ 3,880.00
CO 2.2	SANITARY SEWER, 8 IN., CORE DRILL AND STUB OUT	LS	1.00	\$ 8,250.00	\$ 8,250.00	1.00	\$ 8,250.00
CO 3.1	FIBER OPTIC RELOCATION	LS	1.00	\$ 2,436.47	\$ 2,436.47	1.00	\$ 2,436.47
				TOTAL	\$ 1,981,203.30		\$ 1,677,574.23

MATERIALS STORED SUMMARY

Description	# of Units	Unit Price	Extended Cost
			\$ -
TOTAL			\$ -

PAY REQUEST SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 1,963,849.83	\$ 1,677,574.23
Approved Change Order #	CO#1	\$ 2,787.00	
Approved Change Order #	CO#2	\$ 12,138.00	
Approved Change Order #	CO#3	\$ 2,436.47	
Revised Contract Price		\$ 1,981,211.30	\$ 1,677,574.23
Materials Stored			\$ -
Retainage (5%)			\$ 83,878.71
Liquidated Damages			
Total Earned Less Retainage			\$ 1,593,695.52
Total Previously Approved (list each)	Pay Request 1	\$26,744.66	
	Pay Request 2	\$32,668.82	
	Pay Request 3	\$125,856.11	
	Pay Request 4	\$195,218.09	
	Pay Request 5	\$65,453.57	
	Pay Request 6	\$403,901.64	
	Pay Request 7	\$456,732.64	
	Pay Request 8	\$133,619.73	
	Pay Request 9	\$123,205.27	
Total Previously Approved			\$1,563,400.53
Amount Due This Request		\$	30,294.99
Percent Complete			85%
Percent of Contract Period Utilized			68%

The amount of: **\$30,294.99** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By:
Concrete Technologies Inc.	Shive-Hattery	City of Bondurant
Signature: 	Signature:  Feb 11 2022 12:36 PM	Signature:  Digitally signed by John Horton Date: 2022.02.15 14:55:50 -06'00'
Name: Trent Peterson	Name: David Filehler, PE	Name: John Horton
Title: Project Manager	Title: Project Engineer	Title: Public Works Director
Date: 2-11-22	Date:	Date:

Owner: City of Bondurant	Approved by: x _____	Date: x _____
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**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.h.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution approving Change Order No. 3 for Commerce Crossings Phase 2 Public Improvements Project in the amount of \$2,436.47

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve change order #3 in the amount of \$2,436.47

Change order 3.1 is for the relocation of a City-owned fiber optic conduit that interconnects all traffic signal operations along the 32nd St. corridor. During excavation for the new Commerce Parkway traffic signal, the fiber conduit was found to be in conflict with the new signal pole base that is being installed for the addition of Commerce Parkway. The total additional work is in the amount of \$2,436.47.

FUNDING SOURCE: TIF/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-49
2. Change Order No. 3

CITY OF BONDURANT
RESOLUTION NO. 220222-49

RESOLUTION APROVING CHANGE ORDER NO. 3 FOR THE COMMERCE
CROSSINGS PHASE 2 PUBLIC IMPROVEMENT PROJECT TO CONCRETE
TECHNOLOGIES INC. IN THE AMOUNT OF \$2,436.47

WHEREAS, on February 14th,2022, the City of Bondurant received change order no. 3 for the relocation of fiber optic conduit for the Commerce Crossings Phase 2 Public Improvement Project; AND

WHEREAS, the City Council approves change order #3 for the relocation of fiber optic conduit for the Commerce Crossings Phase 2 Public Improvement Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that change order no. 3 for the Commerce Crossings Phase 2 Public Improvement Project to Concrete Technologies Inc. is hereby approved

Passed this 22nd day of February 2022,

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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

**CITY OF BONDURANT**200 2nd Street NE
Bondurant, IA 50035**CHANGE ORDER****Distribution:**Owner X
Engineer X
Contractor XContractor: **Concrete Technologies Inc.**
1001 SE 37th St.
Grimes, IA 50111

Project Title	COMMERCE CROSSINGS DEVELOPMENT PUBLIC IMPROVEMENTS, PHASE 2	
S-H Project File Number	4194870	
Orig. Contract Amount & Date	\$1,963,849.83	August 30, 2021
Change Order Number	3	
Date	February 11, 2022	

THE CONTRACT IS CHANGED AS FOLLOWS:

CO-3: This change order adds one bid items as described below.

3.1 - Fiber Optic Relocation - This bid items is required to relocate a section of fiber optic cable and three conduits around the proposed signal footing in the NE corner of 32nd St SW and Commerce Pkwy. The basis of payment and method of measurement for the item shall be lump sum and include all time/material necessary to relocate the fiber interconnect and physical separate from the signal footing.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 3.1	FIBER OPTIC RELOCATION	LS	\$2,436.47	1	\$2,436.47
TOTAL					\$2,436.47

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$1,963,849.83
Net Change by previously authorized Change Orders	\$14,925.00
The Contract Sum prior to This Change Order was	\$1,978,774.83
The Contract Sum will be increased by this Change Order in the amount of	\$2,436.47
The new Contract Sum including this Change Order will be	\$1,981,211.30
Aggregate Change Order as a percent of Original Contract	0.88%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	June 10, 2022

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Contractor:	Recommended By:	Checked By:
Concrete Technologies Inc.	Shive-Hattery Inc.	City of Bondurant
Signature: <i>Trent Peterson</i>	Signature: <i>David Fliebler</i> Feb 11 2022 12:33 PM	Signature: <i>John Horton</i> Digitally signed by John Horton Date: 2022.02.15 14:53:00 -0600
Name: Trent Peterson	Name: David Fliebler, PE	Name: John Horton
Title: Project Manager	Title: Project Engineer	Title: Public Works Director
Date: <i>2-11-22</i>	Date:	Date:

Owner: **City of Bondurant**

x _____ Date: _____



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

Item No. 5.i.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution of Endorsement for the Bondurant Community Foundation's Application for Bondurant's Redesignation as an Iowa Great Place

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: In 2016 the Arts & Recreation Committee of Bondurant Development Inc. led the application effort for Bondurant to become designated as a great place through the Iowa Great Places Program. This Committee has since transitioned into what is now the Bondurant Community Foundation.

The Iowa Great Places Program seeks to cultivate the local character and authentic qualities of Iowa neighborhoods, districts, communities, and regions. At its core, Iowa Great Places embraces creative placemaking, or the approach of building upon local creative and cultural assets to build more livable communities and vibrant public places. Approximately 40 areas in Iowa are currently designated as an Iowa Great Place.

An application for redesignation as an Iowa Great Place is now required if the Bondurant community would like to remain a designated Iowa Great Place for the next ten years. The Bondurant Community Foundation will lead the application efforts for Bondurant's redesignation, however, the City of Bondurant will partner with and assist in the redesignation process as needed. Members from the Bondurant Community Foundation and City staff met with the Iowa Great Places Program Coordinator in February 2022 to discuss Bondurant's redesignation application process.

As part of this 2016 Iowa Great Places application process, the 2015 Community Visioning Report was created through a partnership with the Arts & Recreation Committee, RDG Planning & Design, Trees Forever, Iowa State University, and the Iowa Department of Transportation. This 2015 Community Visioning Report includes a number of community betterment projects covering the following six main focus areas:

1. Gay Lea Wilson Trail Connection through Gateway Park
2. Community Connectivity and Landscaping
3. Lake Petocka Area Improvements
4. Downtown Enhancements
5. Iowa Highway 65 Enhancements
6. Implementing a Wayfinding Plan

The Bondurant Community Foundation's redesignation application will showcase the many community betterment projects that have occurred in Bondurant since the original application. The redesignation application will also include the Bondurant Community Foundation's updated visioning report, which will help to guide the CommunityFoundation's efforts over the next ten years.

The Community Foundation received approximately \$200,000 grant funds through the Iowa Great Places Program to help complete the 2017 Porch Swings & Fireflies/Gateway Park project.

If Bondurant is redesignated as an Iowa Great Place, the community can be awarded one grant during the 10-year redesignation period. It is anticipated the Bondurant Community Foundation and the City of Bondurant will partner on this eventual project grant application to help ensure the project grant application is as strong as possible.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-50

CITY OF BONDURANT
RESOLUTION NO. 220222-50

RESOLUTION OF ENDORSEMENT FOR THE BONDURANT COMMUNITY
FOUNDATION'S APPLICATION FOR REDESIGNATION OF BONDURANT AS AN
IOWA GREAT PLACE

WHEREAS, the Iowa Great Places Program has been created to assist communities in developing projects which enhance the lives of those living within a community and attract others to a community; AND

WHEREAS, the City's Comprehensive Plan guides Bondurant to respond to the needs of the community and value citizen and stakeholder input; AND

WHEREAS, the City's Comprehensive Plan 4.18 guides the City to collaborate with public and quasi-public institutions to provide a wide range of educational, recreational, and cultural opportunities, consistent with projected population growth; AND

WHEREAS, the Bondurant Community Foundation is a 501c3 non-profit organization whose stated purpose is to "promote various art, recreation, culture & beautification projects in the Bondurant Iowa community"; AND

WHEREAS, the Bondurant Community Foundation intends to submit an application for Bondurant's redesignation as an Iowa Great Place; AND

WHEREAS, the Bondurant Community Foundation has created an updated visioning plan to help guide the Community Foundation's efforts during Bondurant's 10-year redesignation period; AND

WHEREAS, Bondurant's redesignation as an Iowa Great Place will assist in making the community a great place to live, work, and visit and give Bondurant preference in some grant opportunities.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council endorses the Bondurant Community Foundation's application to the Iowa Arts Council for Bondurant's redesignation as an Iowa Great Place.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Bondurant City Council will continue to partner with the Bondurant Community Foundation to help implement community betterment projects.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 22nd day of February 2022.

Passed this 22nd day of February 2022,

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.j.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution affixing a Date for a Public Hearing for FY23 City of Bondurant Budget for March 7, 2022 at 6:00 p.m.

CONTACT PERSON:

Marketa Oliver, City Administrator

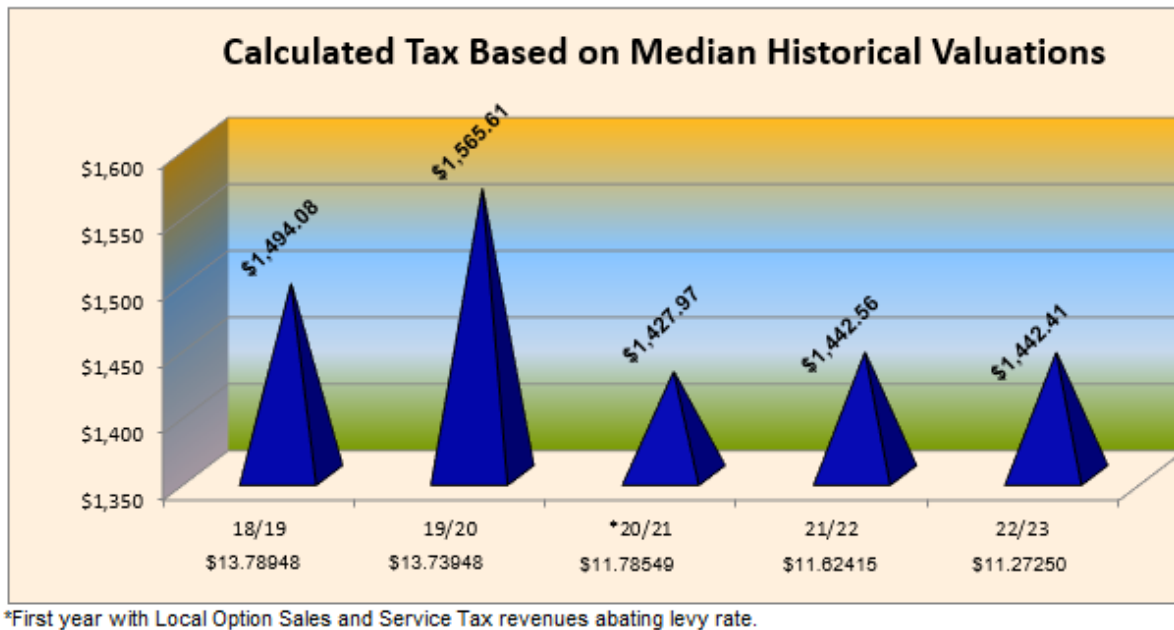
BRIEF HISTORY & ANALYSIS: The Council is required to set a time and place for a public hearing on the budget before the final certification date and shall publish notice of the hearing not less than ten nor more than twenty days before the hearing in a newspaper published at least once weekly and having general circulation in the city. The attached resolution sets the hearing date for March 7, 2022 at 6:00 p.m. and indicates that the proposed levy rate is \$11.2750, or \$0.35165 less than last year. The reduction is possible through continued collection of the Local Option Sales and Services Tax and valuation growth throughout the community. The reduction means that a property owner with a home assessed at the median valuation will pay roughly the same in city property taxes in FY23 as they did in FY22, even though their property value has increased.

Below is a five year overview of calculated City property taxes, with the first year of the LOSST collections highlighted to show the impact it has had on the City levy rate. This is particularly critical this year due to the impact of legislation under consideration at the State level which would reduce Bondurant's collections by an estimated \$89,906.02, or more than 7.5%, which equates to \$0.247 on the City's levy rate.

Five-Year Overview

Calculated City Property Tax Based on Annual Median Home Valuations

Fiscal Year	18/19	19/20	*20/21	21/22	22/23
Assessed Value (as of January 1 year prior to start of the	\$194,800	\$200,200	\$220,000	\$220,000	\$230,000
Rollback Percentage	55.6209	56.918	55.0743	56.4094	54.7
Taxable Value	\$108,350	\$113,950	\$121,163	\$124,101	\$127,101
Tax Rate per \$1000	\$13.78948	\$13.73948	\$11.78549	\$11.62415	\$11.27250
Calculated Tax	\$1,494.08	\$1,565.61	\$1,427.97	\$1,442.56	\$1,422.41
Percentage Increase/Decrease		4.79%	-8.79%	1.02%	-0.8%



The City's projected budget for FY23 totals \$29,863,708 including transfers. This includes funding for 41 capital initiatives, as well as the daily operations of a full-service, local government.

Attached is the Notice of Public Hearing - Proposed Budget, which details expenditures and revenues for FY23, as well as actual numbers for FY21 and re-estimated information for the year-end of the current fiscal year (FY2022).

FUNDING SOURCE: All

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-51

2. Public Hearing Notice

CITY OF BONDURANT
RESOLUTION NO. 220207-51

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING FOR FY23 CITY OF
BONDURANT BUDGET

WHEREAS, the City has completed the City of Bondurant Budget Estimate for Fiscal Year beginning July 1, 2022 ending June 30, 2023; AND

WHEREAS, the Budget Estimate Summary of proposed receipts and expenditures is attached and copies of the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk and at the Library; AND

WHEREAS, the proposed levy rate is \$11.27250, a reduction of \$0.35165 from the FY22 rate; AND

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

Section 1: The City Council shall meet March 7, 2022, at the City Center, Bondurant, Iowa, 200 2nd Street, NE, at six o'clock p.m. or virtually at <https://us02web.zoom.us/j/84071542511> at which time and place to receive public comment on the proposed City of Bondurant Municipal Budget for Fiscal Year 2021/2022.

Section 2: The City Clerk is hereby directed to give notice of the proposed action on the Public Hearing setting forth the time when and place where said meeting will be held by publication at least once and not less than 10 nor more than 20 days before the date selected for the meeting, in a legal newspaper which has a general circulation in the City.

Passed this 1st day of March 2021,

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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: BONDURANT

The City Council will conduct a public hearing on the proposed Budget at: 200 Second Street NE, Bondurant, IA or electronically at:

<https://us02web.zoom.us/j/85211663912> Meeting Date: 3/7/2022 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 11.27250

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00372

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 967-2418City Clerk/Finance Officer's NAME
Jene Jess

		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,189,941	3,549,188	3,089,216
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,189,941	3,549,188	3,089,216
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,746,660	1,284,565	536,611
Other City Taxes	6	1,228,776	1,527,634	733,550
Licenses & Permits	7	378,174	431,573	758,216
Use of Money and Property	8	1,345	52,934	87,308
Intergovernmental	9	3,508,083	2,777,206	7,093,303
Charges for Fees & Service	10	5,244,894	5,577,557	4,424,898
Special Assessments	11	5,529	6,433	8,562
Miscellaneous	12	69,968	192,063	2,737,632
Other Financing Sources	13	3,401,867	15,540,412	12,436,582
Transfers In	14	3,488,864	5,605,543	2,698,854
Total Revenues and Other Sources	15	23,264,101	36,545,108	34,604,732
Expenditures & Other Financing Uses				
Public Safety	16	2,196,237	2,207,563	2,228,956
Public Works	17	1,665,410	1,280,843	1,721,655
Health and Social Services	18	48,300	21,170	105
Culture and Recreation	19	1,061,641	1,094,680	715,520
Community and Economic Development	20	708,374	649,320	338,855
General Government	21	791,044	761,288	687,456
Debt Service	22	2,920,441	2,016,271	1,773,717
Capital Projects	23	12,555,150	11,414,948	17,275,540
Total Government Activities Expenditures	24	21,946,597	19,446,083	24,741,804
Business Type / Enterprises	25	4,428,247	4,539,200	5,133,530
Total ALL Expenditures	26	26,374,844	23,985,283	29,875,334
Transfers Out	27	3,488,864	5,605,543	2,698,854
Total ALL Expenditures/Transfers Out	28	29,863,708	29,590,826	32,574,188
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-6,599,607	6,954,282	2,030,544
Beginning Fund Balance July 1	30	18,632,879	11,678,597	9,648,053
Ending Fund Balance June 30	31	12,033,272	18,632,879	11,678,597



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

Item No. 5.k.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution approving Street Lighting Proposal from Mid-American Energy for the placement of streetlights along the newly constructed Commerce Parkway and 35th St. SW public improvement projects in an amount of \$158,999.73

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Mid-American Energy Company has submitted a proposal for street lighting to the City. This proposal is for the installation of 28 150W streetlights along Commerce Parkway and 35th St. SW that runs back to the newly constructed Commerce Crossings Development (Former Rosenberger Property). The cost of this proposal is \$158,999.73. Since this is over the \$100K threshold, Mid-American is required to only charge the actual cost incurred to install, which could result in an additional charge or a reduction in total cost for the project.

Staff and engineers from Shive-Hattery have reviewed the proposed layout and have found it to be acceptable.

FUNDING SOURCE: TIF/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-52
2. CITY Street Lighting Letter - Bondurant Commerce Pkwy - 2907117
3. 2907117-1Maps

CITY OF BONDURANT
RESOLUTION NO. 220222-52

RESOLUTION APPROVING STREET LIGHTING PROPOSAL FROM MID-AMERICAN
ENERGY COMPANY FOR THE COMMERCE PARKWAY & 35th STREET SW PUBLIC
IMPROVEMENTS PROJECT

WHEREAS, the proposal documents were submitted to the City by Mid-American Energy Company on February 11th, 2022; AND

WHEREAS, the proposal is to supply 28 150W Streetlights for the Commerce Parkway & 35th Street SW Public improvement Project for an amount not to exceed \$158,999.73; AND

WHEREAS, City Staff and Engineers from Shive-Hattery have reviewed this document and found it to be in order.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the street lighting proposal from Mid-American Energy Co. is hereby approved.

Passed this 22nd day of February 2022,

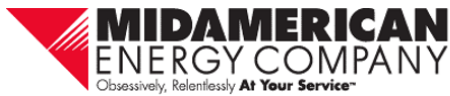
By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk of the City 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				



MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

2/11/2022

City of Bondurant
Attention: John Horton
jhorton@cityofbondurant.com

Dear John Horton:

Enclosed is our streetlight proposal for Commerce Pkwy SW, Bondurant, IA;
WMIS: 2907117

This proposal includes the installation of streetlights on:

Commerce Pkwy SW, 35th St SW

We Propose To:

Install:	28	150W	LED streetlights on gray, galvanized poles
----------	-----------	------	--

The estimated cost for this work is **\$158,999.73**. Since the cost of this project is over \$100,000.00, City is required by tariff to pay actual costs upon completion of the work, which could result in an additional charge or a refund to the City. Actual cost will be billed to the City upon completion of our installation.

These lights will be installed on steel poles and served by underground conductors, but will be billed to the City at the wood pole, overhead rate because the City has agreed to pay the streetlight facilities charge.

MidAmerican Energy Company's streetlight proposal is based on the approved street light analysis provided by the City. MidAmerican Energy Company will install the lights based on the staked locations provided in the field by the City.

If this proposal meets with your approval, please sign and return one (1) copy of this letter and one (1) copy of the print.

2/11/2022

Page 2

Upon receipt of your approval, we will prepare work instructions and schedule the installation of these lights once the site is confirmed ready. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided.

If you have any questions, please contact me at (515) 252-6730.

Sincerely,
MidAmerican Energy Company



Matt Novy
Customer Project Coordinator

Enclosures

Accepted By: _____

Date: _____ Date Service Required: _____

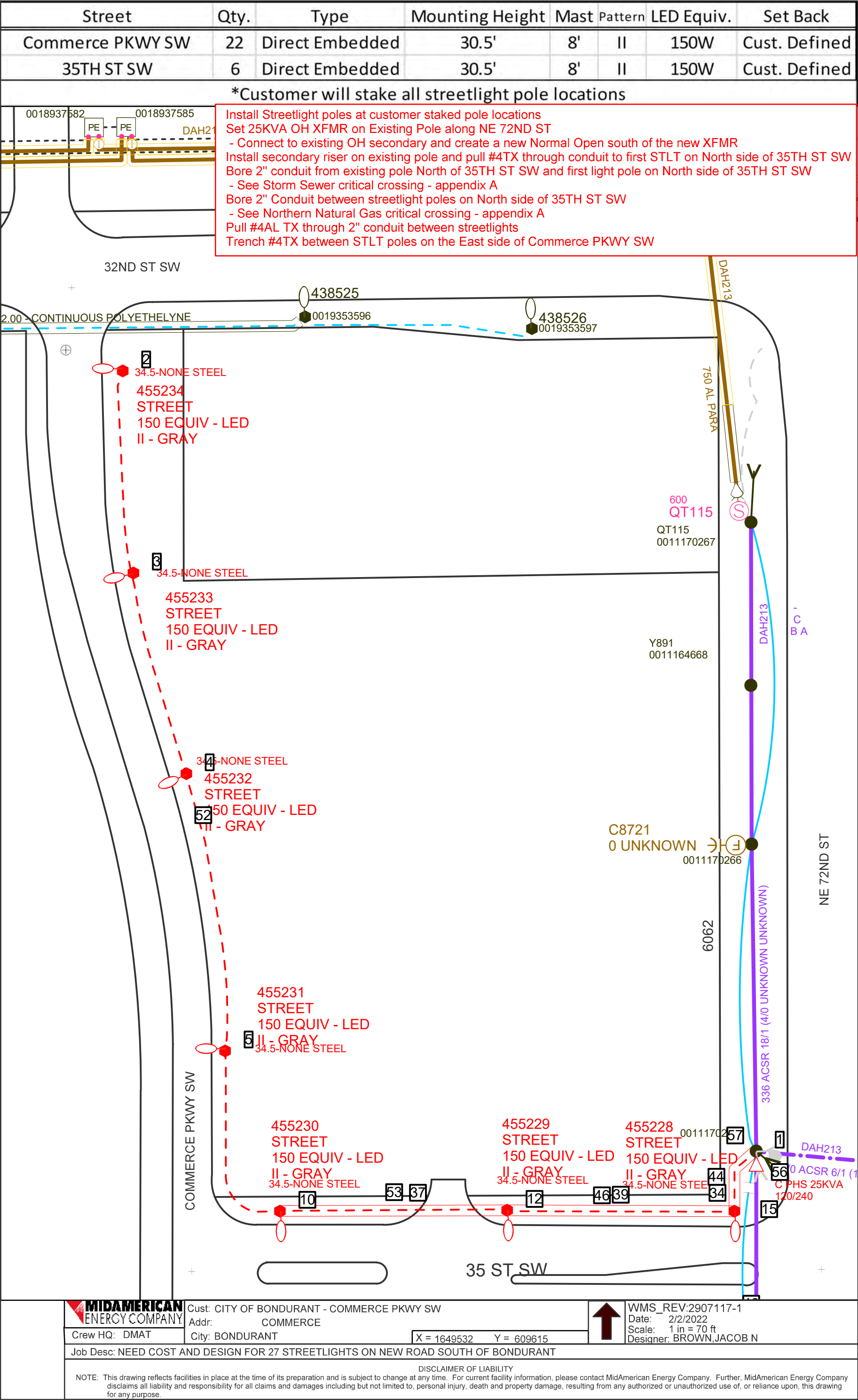
LEGEND		CUSTOMER SHALL PROVIDE THE FOLLOWING		<table border="1"> <thead> <tr> <th>Street</th> <th>Qty.</th> <th>Type</th> <th>Mounting Height</th> <th>Mast Pattern</th> <th>LED Equiv.</th> <th>Set Back</th> </tr> </thead> <tbody> <tr> <td>Commerce PKWY SW</td> <td>22</td> <td>Direct Embedded</td> <td>30.5'</td> <td>8'</td> <td>II</td> <td>150W</td> <td>Cust. Defined</td> </tr> <tr> <td>35TH ST SW</td> <td>6</td> <td>Direct Embedded</td> <td>30.5'</td> <td>8'</td> <td>II</td> <td>150W</td> <td>Cust. Defined</td> </tr> </tbody> </table> *Customer will stake all streetlight pole locations								Street	Qty.	Type	Mounting Height	Mast Pattern	LED Equiv.	Set Back	Commerce PKWY SW	22	Direct Embedded	30.5'	8'	II	150W	Cust. Defined	35TH ST SW	6	Direct Embedded	30.5'	8'	II	150W	Cust. Defined
Street	Qty.	Type	Mounting Height	Mast Pattern	LED Equiv.	Set Back																												
Commerce PKWY SW	22	Direct Embedded	30.5'	8'	II	150W	Cust. Defined																											
35TH ST SW	6	Direct Embedded	30.5'	8'	II	150W	Cust. Defined																											
GRAPHIC	DESCRIPTION	CUSTOMER SHALL PROVIDE THE FOLLOWING		Customer/Project Name City of Bondurant - Commerce PKWY SW STLTs																														
	EXISTING OVERHEAD 1-PHASE CONDUCTOR	☒ 911 ADDRESSES		Site Address Commerce PKWY																														
	EXISTING OVERHEAD 2-PHASE CONDUCTOR	☒ EASEMENTS & EASEMENT DESCRIPTION (METES & BOUNDS), MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION		Customer Project Coordinator Matt Novy (515) 252-6730 matthew.novy@midamerican.com																														
	EXISTING OVERHEAD 3-PHASE CONDUCTOR	☒ STAKING FOR STREETLIGHT PLACEMENT		Designer/Engineer Jacob Brown (515) 697-3201 jacob.brown@midamerican.com																														
	EXISTING OVERHEAD FEEDER	☒ STAKED LOT CORNERS & SIDELOT MID-POINTS																																
	EXISTING UNDERGROUND 1-PHASE CABLE	☐ TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL																																
	EXISTING UNDERGROUND 2-PHASE CABLE	☒ FINAL GRADE PRIOR TO CONSTRUCTION																																
	EXISTING UNDERGROUND 3-PHASE CABLE	☒ CLEARING AND GRUBBING IN EASEMENT AND/OR ROW																																
	EXISTING UNDERGROUND FEEDER	☒ UNOBSTRUCTED PATH FOR CONSTRUCTION EQUIPMENT																																
	EXISTING OVERHEAD SECONDARY CONDUCTOR	☒ 10' LEVEL AND CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS																																
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR	☒ SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS																																
	EXISTING UNDERGROUND STREETLIGHT CABLE	☐ TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES																																
	EXISTING CUSTOMER OWNED SECONDARY	☒ ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS SEE APPENDIX B-1. PAGE 89 IN 2014 ELECTRIC SERVICE MANUAL																																
	EXISTING OVERHEAD TRANSFORMER																																	
	EXISTING OVERHEAD TRANSFORMER BANK																																	
	EXISTING OVERHEAD FUSE																																	
	EXISTING OVERHEAD SWITCH																																	
	EXISTING OVERHEAD CAPACITOR BANK																																	
	EXISTING VOLTAGE REGULATOR																																	
	EXISTING RECLOSER																																	
	EXISTING OVERHEAD FAULT INDICATOR																																	
	EXISTING 1-PHASE PADMOUNT TRANSFORMER																																	
	EXISTING 3-PHASE PADMOUNT TRANSFORMER																																	
	EXISTING 4-BAY SWITCHGEAR																																	
	EXISTING 6-BAY SWITCHGEAR																																	
	EXISTING FUSED ENCLOSURE																																	
	EXISTING PRIMARY ENCLOSURE																																	
	EXISTING PAD MOUNT CAPACITOR BANK																																	
	EXISTING SECONDARY PEDESTAL																																	
	EXISTING SECONDARY HANDHOLE																																	
	EXISTING MEC TRANSMISSION POLE																																	
	EXISTING MEC DISTRIBUTION POLE																																	
	CUSTOMER OWNED POLE																																	
	EXISTING DOWN-GUY																																	
	EXISTING STREETLIGHT																																	
	EXISTING SECURITY LIGHT																																	
	EXISTING FLOOD LIGHT																																	
	EXISTING PRIMARY RISER																																	
	EXISTING PRIMARY SPLICE																																	
	EASEMENT																																	
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INSTALLS	INSTALLATIONS ARE DISPLAYED IN RED																																	
REMOVALS	REMOVALS ARE DISPLAYED IN GREEN																																	

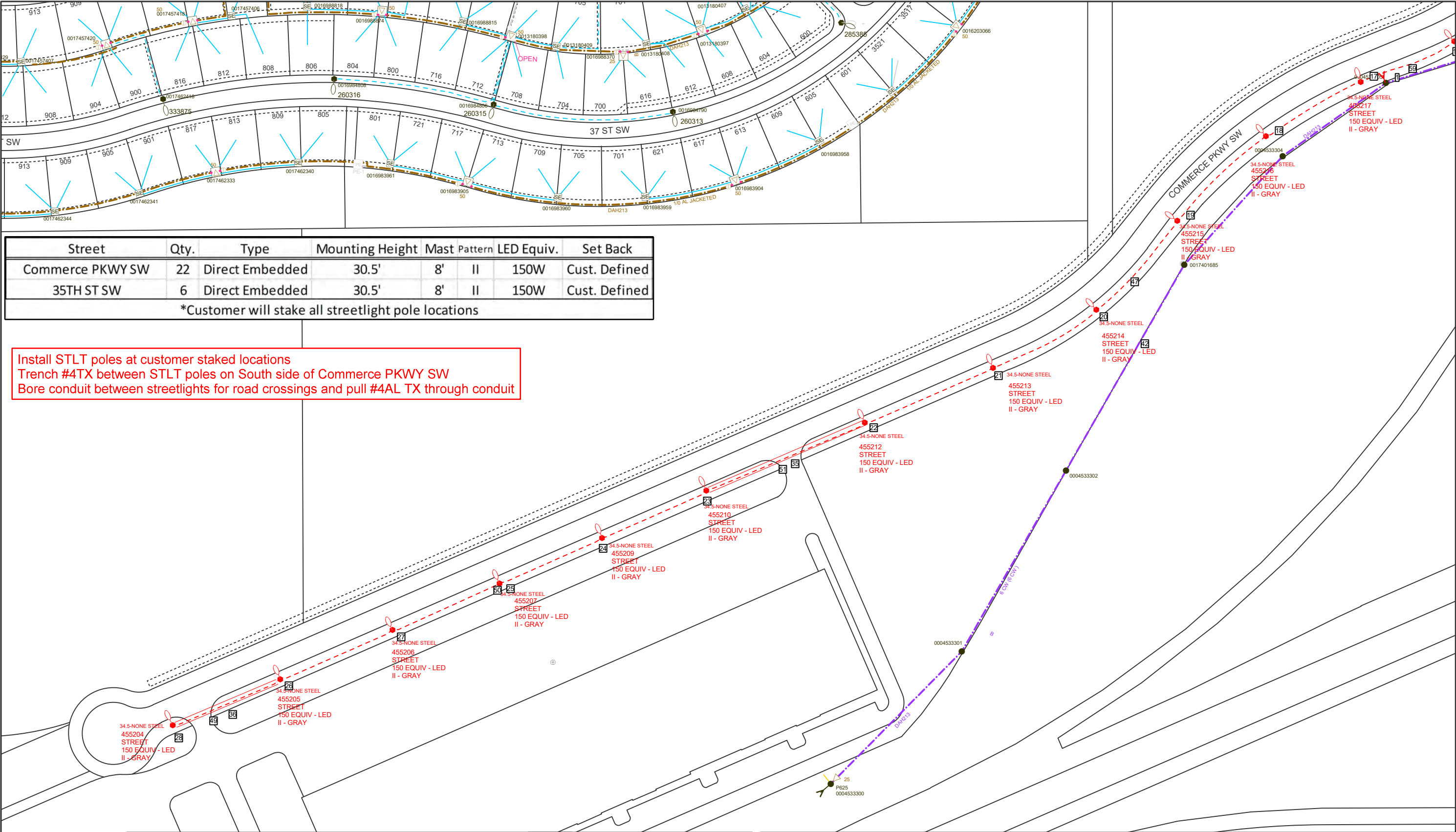
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Date: 2/8/2022
Scale: 1 IN = X FT
Designer: BROWN, JACOB N

MIDAMERICAN ENERGY COMPANY Crew HQ: DMAT Job Desc: NEED COST AND DESIGN FOR 27 STREETLIGHTS ON NEW ROAD SOUTH OF BONDURANT		Cust: CITY OF BONDURANT - COMMERCE PKWY SW Addr: COMMERCE City: BONDURANT X = 1649532 Y = 609615		↑	
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DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.





Street	Qty.	Type	Mounting Height	Mast	Pattern	LED Equiv.	Set Back
Commerce PKWY SW	22	Direct Embedded	30.5'	8'	II	150W	Cust. Defined
35TH ST SW	6	Direct Embedded	30.5'	8'	II	150W	Cust. Defined

*Customer will stake all streetlight pole locations

Install STLT poles at customer staked locations
Trench #4TX between STLT poles on South side of Commerce PKWY SW
Bore conduit between streetlights for road crossings and pull #4AL TX through conduit



Cust: CITY OF BONDURANT - COMMERCE PKWY SW
Addr: COMMERCE
City: BONDURANT

Crew HQ:DMAT

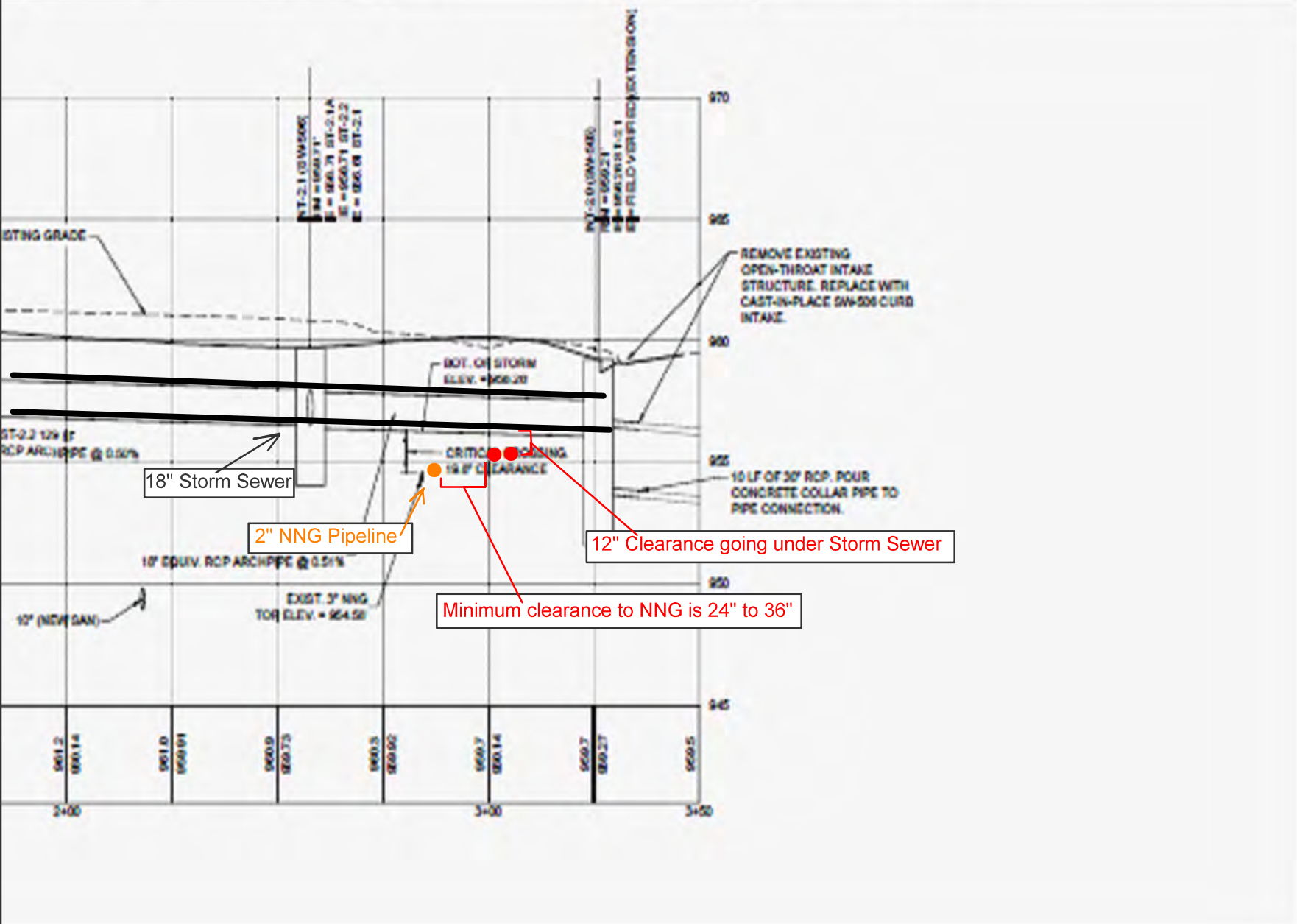
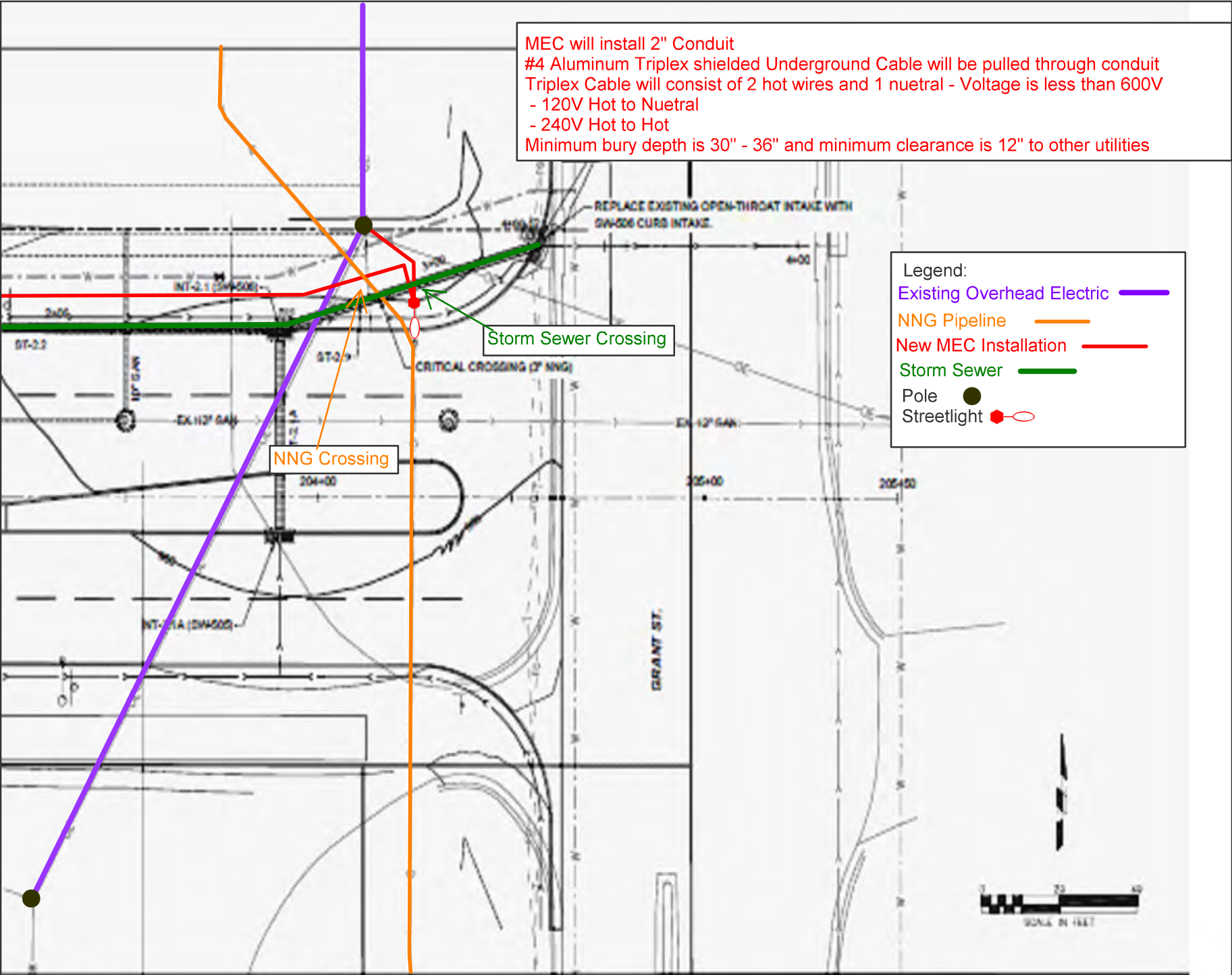
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WMS_REV:2907117-1
Date: 2/8/2022
Scale: 1 in = 150 ft
Designer: BROWN,JACOB N

DISCLAIMER OF LIABILITY
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Job Desc: NEED COST AND DESIGN FOR 27 STREETLIGHTS ON NEW ROAD SOUTH OF BONDURANT;



Cust: CITY OF BONDURANT - COMMERCE PKWY SW
Addr: COMMERCE
City: BONDURANT

Crew HQ: DMAT

X = 1649416 Y = 609499

Job Desc: NEED COST AND DESIGN FOR 27 STREETLIGHTS ON NEW ROAD SOUTH OF BONDURANT



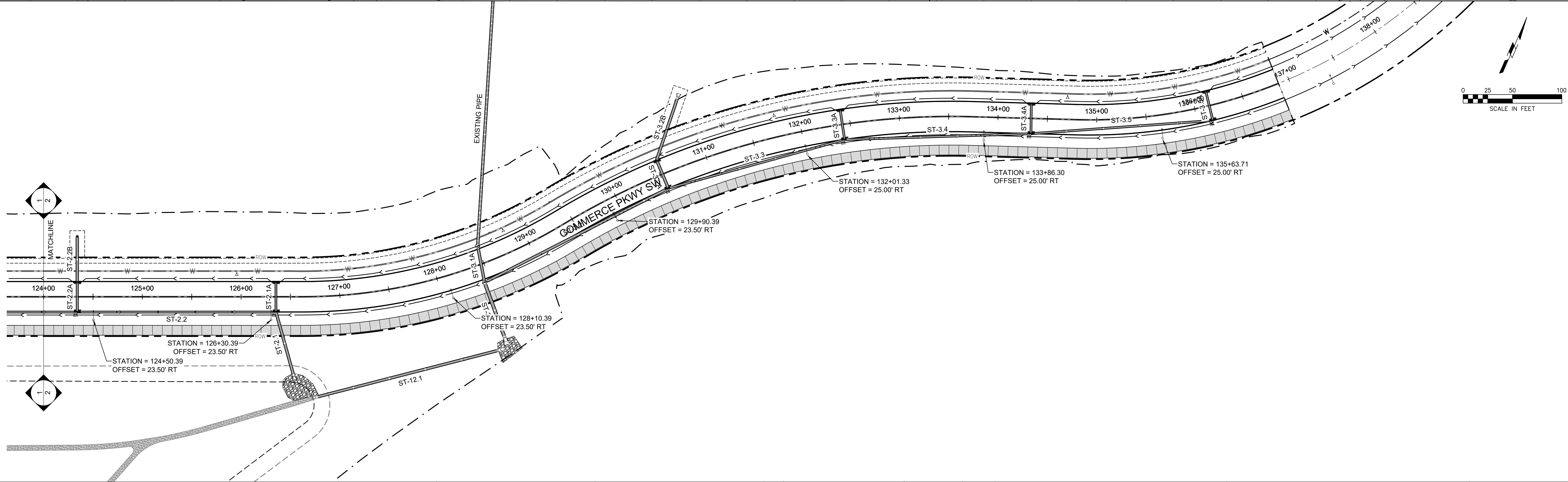
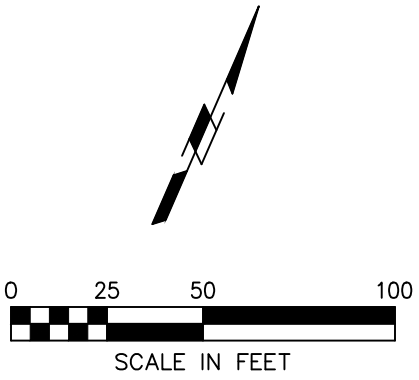
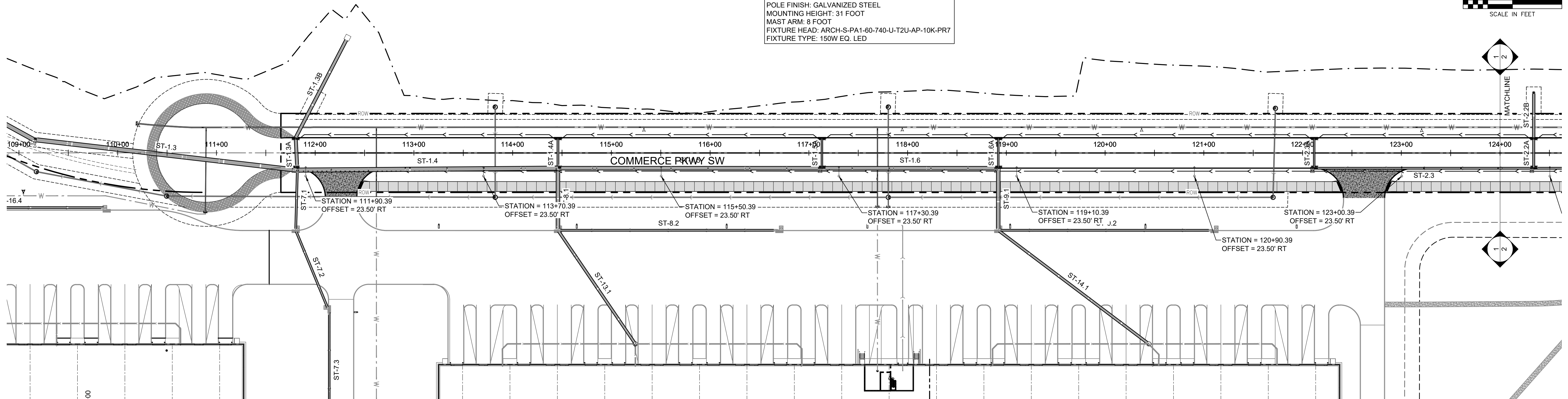
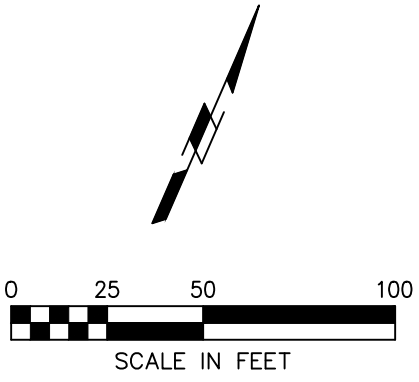
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Date: 2/8/2022
Scale: 1 IN = X FT
Designer: BROWN,JACOB N

DISCLAIMER OF LIABILITY
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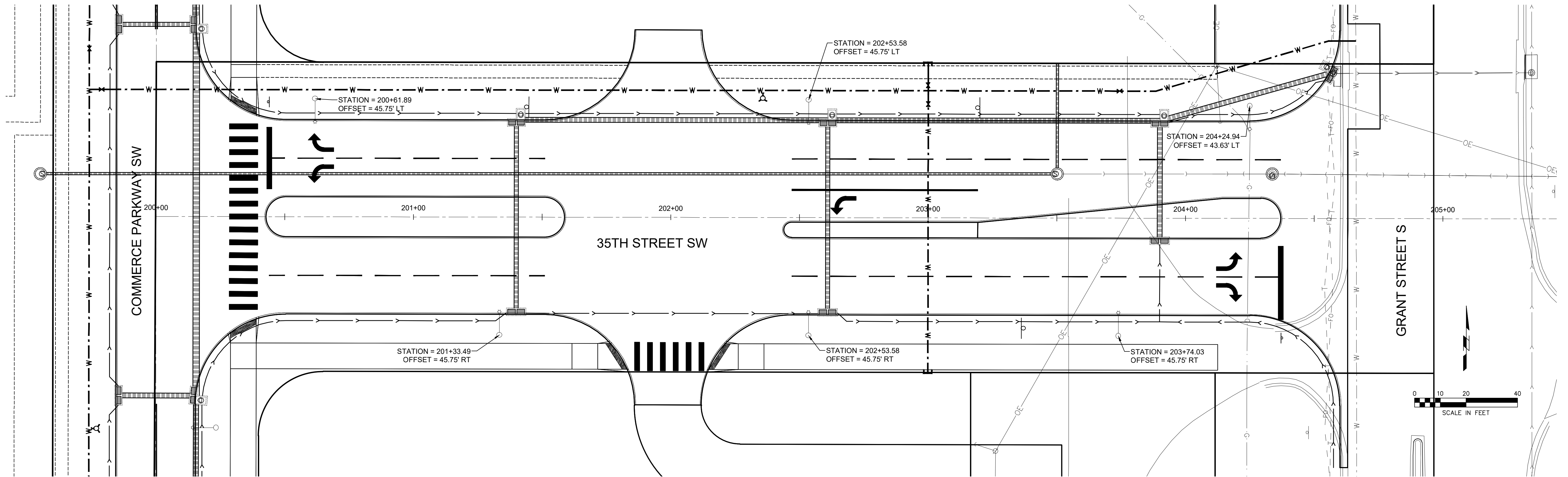
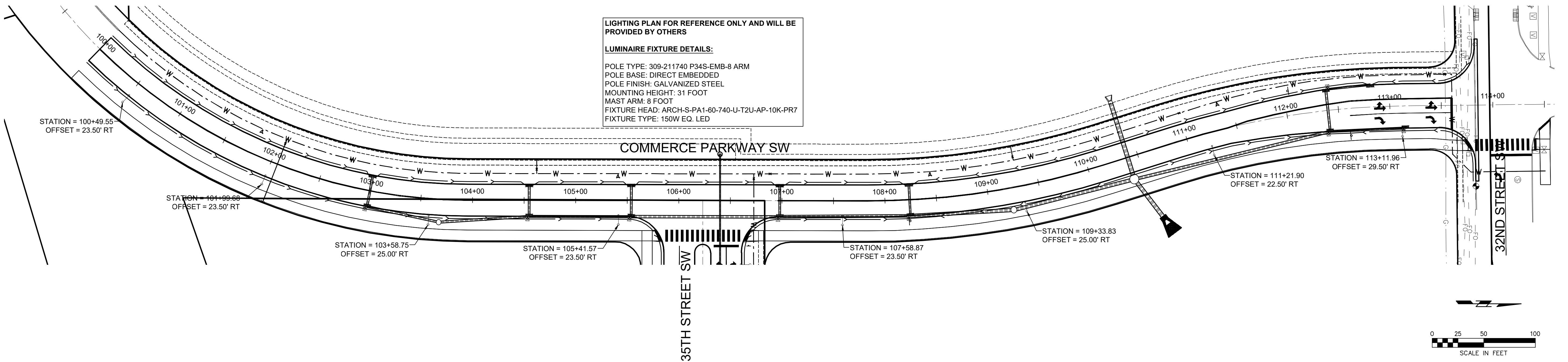
LIGHTING PLAN FOR REFERENCE ONLY AND WILL BE PROVIDED BY OTHERS

LUMINAIRE FIXTURE DETAILS:

POLE TYPE: 309-211740 P34S-EMB-8 ARM
POLE BASE: DIRECT EMBEDDED
POLE FINISH: GALVANIZED STEEL
MOUNTING HEIGHT: 31 FOOT
MAST ARM: 8 FOOT
FIXTURE HEAD: ARCH-S-PA1-60-740-U-T2U-AP-10K-PR7
FIXTURE TYPE: 150W EQ. LED



mhootman | P:\Projects\DM4194870\Deliverables\Drawings\1_Civil\Public Improvements\Phase 2&3\1_Lighting Plan.dwg | 9/23/2021 3:06 PM





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

Item No. 5.I.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution awarding bid for the Clearing and Grubbing of trees for the Ditch #2 Stream Restoration Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Public works staff solicited a quote to remove trees along the Ditch #2 corridor in preparation for the contract letting for the Ditch #2 Stream restoration Project. We received a quote back for J Petticord Inc. from Bondurant, Iowa in the amount of \$26,000, which is within the engineering estimate.

The reason for this project to remove trees ahead of the project letting is that there is a deadline imposed on March 31st of every year to have trees that need to be removed to ensure the protection of several species of bat that use trees as home habitat.

Staff anticipate a resolution to award contract for the Stream Restoration project of the last meeting in March which would not allow the project to commence until after October. Once the trees are downed, there is not a concern of the bats inhabiting them.

FUNDING SOURCE: Stormwater Bond Funds

STAFF RECOMMENDATION: Staff recommend awarding the bid to J Petticord Inc. in the amount of \$26,000

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-53
2. Bondurant Ditch 2 Restoration Clearing and Grubbing February 2022
3. Local Area Map

CITY OF BONDURANT
RESOLUTION NO. 220222-53

RESOLUTION AWARDING THE CONTRACT FOR CLEARING AND GRUBBING FOR
THE DITCH # 2 STREAM RESTORATION PROJECT TO J. PETTICORD INC. IN THE
AMOUNT OF \$26,000

WHEREAS, on February 8th, 2022, the City of Bondurant received the proposal for clearing and grubbing; AND

WHEREAS, the City of Bondurant accepts the proposal of the work as follows:

The bid is to cleanup of debris, felling and removal of trees.

WHEREAS, the City Council approves the contract for tree removal and disposal.; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the tree removal and disposal contract is awarded to J. Petticord Inc. in the amount of \$26,000.

Passed this 22nd day of February 2022,

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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



1200 Prairie Dr SW Bondurant, IA 50035
 Phone: 515-263-8900 ~ Fax: 515-265-7750
www.JPettiecord.com

TO:	City of Bondurant	PROJECT NAME:	Ditch 2 Restoration- Tree Removal Project
ADDRESS:	200 Second Street NE Box 37 Bondurant, IA 50035	LOCATION:	NE 78 th Ave/ Creekside Dr SW Bondurant, IA
ATTN:	John Horton	ENGINEER:	Emmons & Oliver Resources Inc
PHONE:	515-967-2418	PLAN DATE:	2/1/2022
DATE:	2/8/2022	LAST REVISED:	
FROM:	Jake Johnson	ADDENDUMS:	

Scope of work will include:

1. Tree felling and disposal. All trees on the west side of the creek and the four potential bat trees on the east of the creek to be felled before April 1, 2022. Removal and disposal of trees after all trees are down.

<u>Bid Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Tree felling and disposal	LS	1	\$26,000.00	\$26,000.00
Total					\$26,000.00

Note:

- Clearing limits/trees to be removed shall be marked clearly by others.
- If any trees are to stay within the clearing limits and then need to be taken out after we are gone, then the cost to remove them plus mobilization will be assessed to the final invoice.
- J. Pettiecord, Inc. assumes no responsibility for any concrete or asphalt disturbed during our work.
- If traffic control is required to access site or to protect traffic, traffic control will be provided by others.
- If a temporary rock construction access road is needed, then the access shall be provided/paid for by the City of Bondurant.
- The attached google image represents the area covered by this quote.
- Proposal is valid for 30 days.

Excludes:

Erosion control measures, pot holing, dust control, site grading, survey, tree protection measures, marking of trees to be saved, traffic control, issues with endangered species, bonds, backfill, permits, additional mobilizations, removal of fence, trash, rubble, buried and above ground debris and garbage, and dirt with brush mixed in.

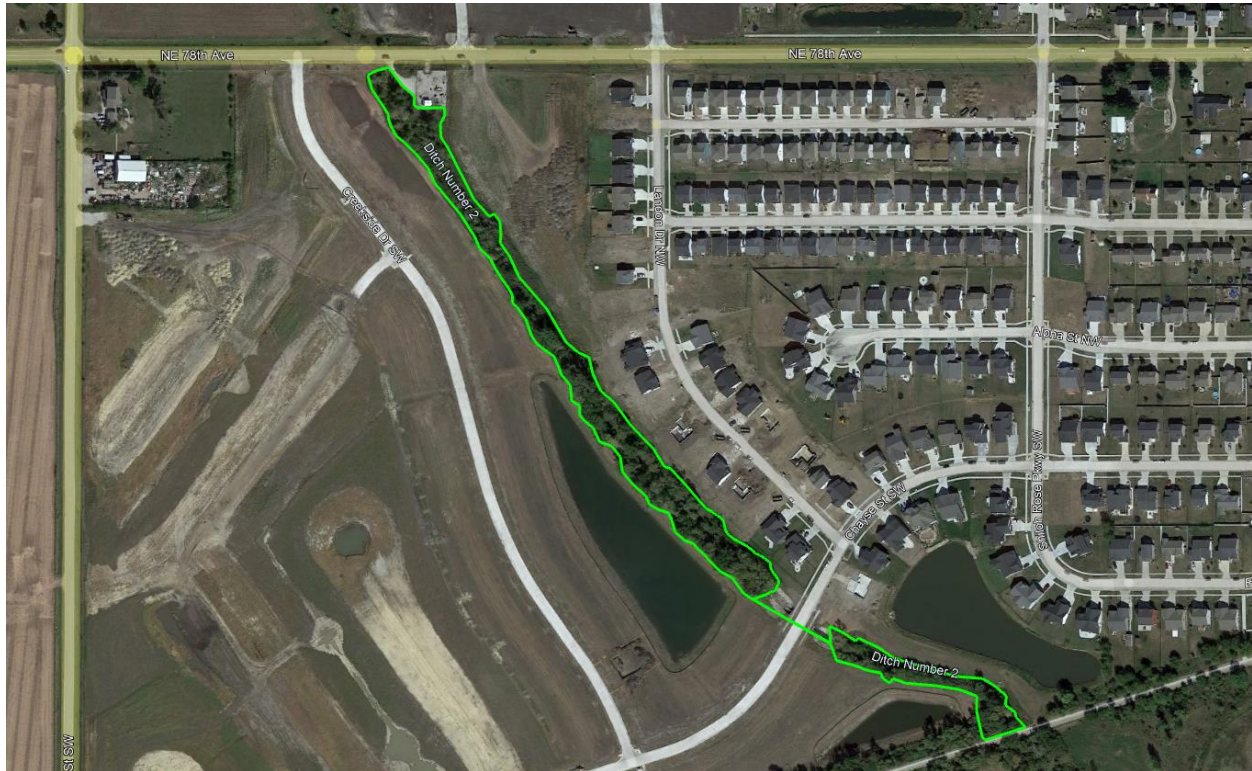
Accepted by:

Contractor: J. Pettiecord, Inc.



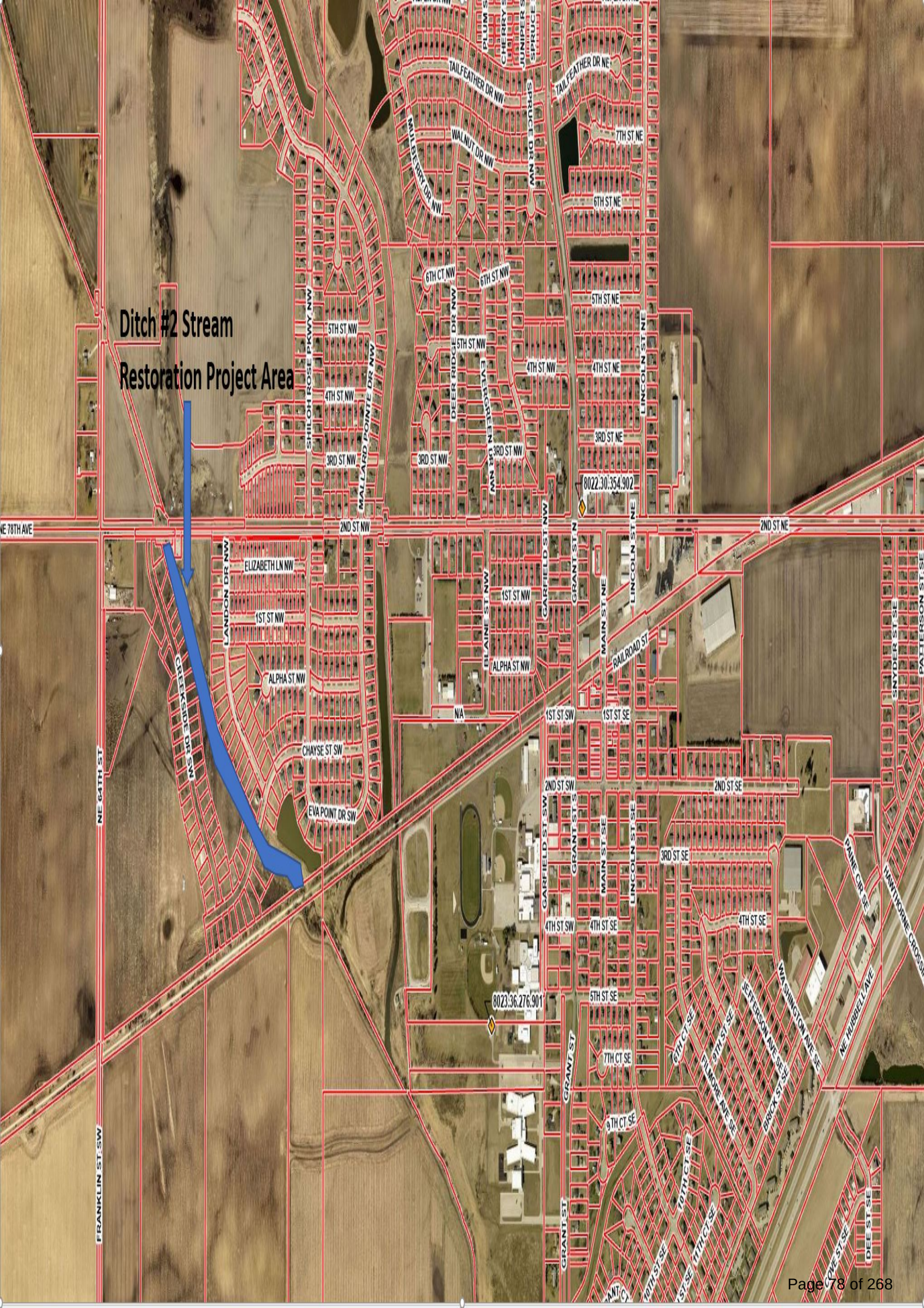
*24 Hour Spill Response * Tree Clearing * Environmental Construction and Remediation *
 * Excavating * Heavy Hauling * Dump Trucking * Demolition * Mulch & Wood Fiber Products

1200 Prairie Dr SW Bondurant, IA 50035
Phone: 515-263-8900 ~ Fax: 515-265-7750
www.JPettiecord.com



*24 Hour Spill Response * Tree Clearing * Environmental Construction and Remediation *
* Excavating * Heavy Hauling * Dump Trucking * Demolition * Mulch & Wood Fiber Products

Ditch #2 Stream
Restoration Project Area





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

Item No. 5.m.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution setting a Public Hearing to address Complaints Filed on Tobacco Sales Permit Violations against Casey's General Store (2nd Street, NW)

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The attached resolution sets the date for a public hearing on a tobacco violation under State Code. Should the fine be paid prior to the public hearing date, there will be no need to hold the hearing.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-54

CITY OF BONDURANT
RESOLUTION NO. 220222-54

A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS

WHEREAS, on January 22, 2022, two Bondurant tobacco permit holders, Casey's General Store, sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age"

WHEREAS, Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

WHEREAS, a public hearing is proper prior to consideration of said penalty enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Bondurant, Iowa, that a public hearing on the violations is hereby set for March 7, 2022, at 6:00 o'clock p.m. in the Council Chambers of the Municipal Building in Bondurant, Iowa.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Bondurant, Iowa, that the City Clerk is hereby directed to publish notice in compliance with Iowa Code section 372.2.

Approved this 22nd day of February 2022,

By:

Doug Elrod, Mayor

ATTEST:

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 5.n.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution approving Professional Services Contract with EOR of Iowa for the design and construction services of Eagle Park

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This resolution is for an amended scope of services with EOR of Iowa for the design and construction services for the improvement of Eagle Park. The improvements to be made include native vegetation establishment, and native tree plantings, approximately 6,000 feet of aggregate trail with pedestrian amenities , and trail related signage. There will also be pedestrian benches with solar charging stations included in the project.

Staff and EOR would like to have this project ready to bid along with the native plantings bid package for the Ditch #2 project as well in hopes to attract a bidder for both projects.

This scope also includes the layout of a disc golf course to be incorporated into the design of the park, to be added at a later date.

FUNDING SOURCE: Grant Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-55
2. AMD-Bondurant Ditch 2_Amendment1_Eagle_Park_20220211

CITY OF BONDURANT
RESOLUTION NO. 220222-55

RESOLUTION APPROVING SCOPE OF SERVICE CONTRACT PROVIDED BY
EMMONS & OLIVER RESOURCES INC.FOR DESIGN AND CONSTRUCTION PHASE
SERVICES FOR THE EAGLE PARK IMPROVEMNTS PROJECT

WHEREAS, on February 11th, 2022, the City of Bondurant received the proposal for Design and Construction Phase Services for the Eagle Park Improvements Project; AND

WHEREAS, the City of Bondurant accepts the proposal of the work as follows:

EOR to provide to the following Scope of Services

General Description of Services Included in this Scope

This scope of services generally includes design and construction support services to assist the city in executing construction of the project, including:

- 1) Installing an 8'-wide crushed limestone walking trail throughout Eagle Park. Total length is estimated to be 6,000'. The trail will be installed with a geogrid mat where necessary.
- 2) Landscape design and seeding plan for key areas.
- 3) Signage design to support park use and education.
- 4) Conceptual layout of disc golf course.
- 5) Layout and design of seating nodes along the proposed trail and pedestrian access to Mud Creek (1 location).

WHEREAS, the City Council approves the Contract for Design and Construction Phase Services in the amount of \$48,478.00; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Contract for Design and Construction Phase Services for the Eagle Park Improvements Project is hereby approved.

Passed this 22nd day of February 2022,

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				

Amended Scope of Services

Project Understanding

This amended scope of services is intended to modify the current Professional Services Agreement titled “PSA - Bondurant Ditch 2 Restoration 2021 04 14.pdf”. The primary modification is the addition of a new area of work to be added to the “Bid Package #2” contract documents already underway.

General

EOR (“Consultant”) understands that the City of Bondurant, IA (“City”) wishes to make riparian vegetation and public access improvements to the “Mud Creek” stream corridor through the area known as the new “Eagle Park”. The improvements include native vegetation establishment, aggregate trail with pedestrian amenities, and trail related signage. EOR will provide final design services and construction administration assistance to the City for this project.

The project extents are the eastern riparian corridor along Mud Creek from 2nd Street NW at the south end to approximately Aaron Ave NW on the north end, and width-wise from Mud Creek on the west to the developed parcels bounding the corridor on the east (see Figure 1 below). The area is currently mapped as a FEMA “Zone A / Zone X” floodplain (no detailed study, and no floodway), however it’s understood that the Polk County area just to the north is a Zone AE.



Figure 1. Proposed Eagle Park layout by City of Bondurant

Bid Package #2, originally intended for the Ditch 2 vegetation project only, will be let for specialty contractors to install the new permanent vegetation and maintain it during the establishment period (assumed to be three growing seasons). The new vegetation will include native grasses, forbs, shrubs, trees, both in the lower wetland setting, and along the upper terraces and near the trail alignment.

General Description of Services Included in this Scope

This scope of services generally includes design and construction support services to assist the city in executing construction of the project, including:

- 1) Installing an 8'-wide crushed limestone walking trail throughout Eagle Park. Total length is estimated to be 6,000'. The trail will be installed with a geogrid mat where necessary.
- 2) Landscape design and seeding plan for key areas.
- 3) Signage design to support park use and education.
- 4) Conceptual layout of disc golf course.
- 5) Layout and design of seating nodes along the proposed trail and pedestrian access to Mud Creek (1 location).

Project Assumptions

1. Consultant will base the project design on:
 - a. Iowa Statewide Urban Design and Specifications ("SUDAS") 2022
 - b. City of Bondurant Ordinances and Standards
 - c. Regulations set forth in:
 - i. Clean Water Act Sections 401 and 404 (Wetlands and water quality)
 - ii. Iowa Administrative Code Chapter 71 (Floodplain Development)
 - iii. Iowa Stream Mitigation Method and Iowa Administrative Code Chapter 61
 - d. AASHTO and Iowa DOT Shared Use Path Design Guidelines
2. Based on conversations with City, there are no known endangered species, archeological concerns, or federally owned land / structures in the immediate or adjacent project areas.
3. City to provide branding materials and existing sign standards.

Subconsultants

Civil Design Advantage will provide survey services for the project, see attached scope for details.

Geotechnical services, if determined to be necessary, will be added by contract amendment.

Specific Scope of Services Items, Tasks and Deliverables

1. Project Management

1.1. Project Administration

1.1.1. Management of Team, Budget, Schedule, and Scope.

Consultant will manage the project with respect to internal staff, regulatory interactions, and City communications. A formal communication chain will be established to prevent confusion and re-work. Consultant will manage production of the internal designers, review all invoicing, and manage the overall design phase budgets and schedules.

1.2. Meetings

1.2.1. City Kickoff Meeting

Key staff from Consultant will meet with key staff from City (virtually via Zoom) to discuss project goals and timelines, establish communications procedures, facilitate information requests (if any), and foster any additional project discussions necessary to get the project underway. Consultant will and city staff will review an updated site concept plan at this time to determine final layout and amenities.

1.2.2. Regular Progress Meetings

Consultant will host up to 3 progress meetings, with key staff from the City, and others as necessary. Others including stakeholders, contractors, etc. may be invited to join specific meetings if pertinent. The purpose of the meetings will be to give brief updates on progress, to share developing information, and to make basic decisions in real-time to keep the project moving forward.

1.2.3. Internal Team Meetings

Internal team meetings will be informal and as needed to coordinate among the teams within Consultant.

1.2.4. Design Review Meetings

After development of the 60% and Final Check Plans, Consultant will meet with City to review comments and improve the plans prior to moving forward.

Deliverables: Consultant will prepare meeting agendas and minutes for Kick-off Meeting and, when appropriate, Regular Progress Meetings.

2. Data Collection

2.1. Design Criteria Development

2.1.1. Consultant will collect design criteria from City and will research typical standards, public literature, in-house data, and other publicly available data sources to determine the most appropriate design basis and current engineering methods. Similar projects will be referenced for design comparison (internal and external) throughout the design development process. Standard sources such as Iowa Statewide Urban Design and

Specifications ('SUDAS') 2019, City of Bondurant Ordinances and Standards

2.2. General Project Reconnaissance

2.2.1. Consultant or City will collect any additional project data and documents not previously obtained in the previous phase and will review the data and documents for information pertinent to the project. Consultant or City will take photos of the site, possibly including aerial drone images and videos for documenting existing pre-construction site conditions and for reference by the team throughout the design process. If additional data is determined to be necessary, a contract amendment may be necessary to include this service.

2.3. Geotechnical Engineering

2.3.1. No geotechnical exploration is anticipated for this project, if the need arises that service will be negotiated as a contract amendment. City will provide existing geotechnical information for this area, if available.

2.4. Utility Coordination

2.4.1. Consultant will coordinate with known utility operators in the limits of the project to determine potential impacts and methods for resolution. The project will generally be planned to avoid conflicts with known utilities.

2.5. Easements

2.5.1. No easement linework or platting is assumed to be needed at this time

2.6. Wetland Delineation

2.6.1. The project corridor will be inspected for regulatory wetlands based on the current standards. A formal wetland delineation report will be developed. Note that no wetland mitigation plan is included as the project is anticipated to be considered "self-mitigating". If mitigation is deemed necessary, a plan will be developed by contract amendment. Staff will investigate the site when the growing season 2022 begins to assess needs for wetland delineation.

Deliverables: Photos, electronic scans of hard copy data, drone footage, wetland report will be delivered for City's usage.

3. Permitting and Hydraulic Analysis

None Anticipated

4. Design and Construction Documents

Consultant will update previously developed concept level designs and cost estimates. This task will build upon previous work to develop full construction plans and bid documents. The City will provide their standard title block (if applicable) in CAD format and/or pdf format, Consultant will provide plan sheets in 11 x 17 PDF format.

4.1. Preliminary and Final Plans

- 4.1.1. Consultant will develop the designs and produce preliminary and final plans for review by the City. A revised estimate of construction cost will also be provided.

Plan set will include the following at minimum, some pages may have reduced detail at the preliminary stage:

- Amended cover page with project location and sheet index
- Overall site plan of Eagle Park, with existing conditions and utilities as well as conceptual layout of disc golf course.
- Removal Plans (none anticipated – reposition rock outfalls)
- Grading will be limited to recommendations for minor treatment to key areas. Typical sections and procedures will be included. No formal grading plan for the site will be included.
- Landscape and restoration plan
- Special Details pages (water access, signage, etc.)
- Aggregate Trail Paving
 - Trail Plan and Profile
 - Trail node and amenities details
 - Trail Typical Sections
- Specifications, if needed to supplement SUDAS

4.2. Project Manual Development

- 4.2.1. Consultant will develop the project manual based on SUDAS and City supplemental conditions. Consultant will draft special provisions specific to the project details if needed. The project manual is anticipated to be assembled for the final check plan submittal stage.

4.3. Quantities and Opinion of Probable Construction Cost

- 4.3.1. Consultant will prepare a tabulation of quantities and construction cost estimates to accompany each deliverable, including standard contingencies and documentation of typical confidence intervals for the stage of design.

Deliverables: 60% and Final Design Plans, Construction Phase SWPPP & Application document templates, Project Manual, Construction Cost Estimates

5. Bidding Services

Consultant will provide SUDAS-based bidding documents necessary for bid package. Consultant will help advertise for bids, and will assist with the bid opening, however City will provide a location for the letting, and will receive the sealed bids formally. One formal project letting is included in this scope of services.

- Bid Package to include all formal construction, installation and maintenance of the vegetation through the establishment period (typically 3 years).

5.1. Bidding Documents

- 5.1.1. Consultant will list the project using Beeline and Blue and Iowa Master Builders for electronic distribution. Consultant will maintain a record of parties to whom bidding documents have been issued.

5.2. Bid Letting

- 5.2.1. Consultant will answer any contractor questions during the bid phase and issue any addenda necessary. Addenda will be issued up until seven calendar days from the letting date. No specific questions will be answered, and no addenda will be issued within seven days of the letting to prevent confusion by the bidders. Bid documents will be publicly listed through Beeline and Blue <https://www.beelineandblue.com>.

5.3. Contract Award

- 5.3.1. Consultant will attend the bid opening. Following bid opening, Consultant will prepare bid tabulation sheets and distribute to the City and all plan holders. Consultant will then assist the City in evaluating bids, recommending contractors and awarding construction contracts.
- 5.3.2. Consultant will review and submit the executed contract documents to the City for approval.

Deliverables: Bid Tabulation, Final Bidding Documents, Contractor Contract Documents

6. Construction Administration

Consultant will lead the Construction Administration services. The construction duration is estimated to be approximately 6 weeks or less (Notice to Proceed to substantial completion). If for any reason the duration is significantly longer, resulting in additional effort, the contract may need to be amended to include the effort.

Staking - Note that construction staking will be a bid item and included in the contractors' overall bid package.

6.1. Pre-Construction Meeting

Consultant will attend a pre-construction meeting, City to provide a location, and assist in answering contractor questions, orienting the team to the site and walking through the project. Consultant will be responsible for scheduling and coordinating the meeting, and preparing meeting minutes.

6.2. Submittals

- 6.2.1. Consultant will review shop drawings, and maintain a log of shop drawings received and returned.
- 6.2.2. Consultant will receive, review, and verify construction quantities reported by contractor on pay applications before processing and submitting to the City for payment.
- 6.2.3. Consultant will receive, review and process change order requests and assist City with Change Order negotiations.

6.3. Construction Observation

- 6.3.1. City will be responsible for regular site visits and documentation of general progress. Consultant will be available for questions and overall support.

6.4. Final Field Review and Project Close-Out

- 6.4.1. Consultant and City will conduct a field review to determine if the work is substantially completed, and Consultant will develop a punch list for the Contractor. Consultant will perform a subsequent final close out inspection to ensure that all punch list items have been addressed. If multiple follow up inspections are required, a contract amendment may be necessary.
- 6.4.2. Following satisfactory completion (assessed by Consultant and City), Consultant will draft a letter of final acceptance recommending final payment to the Contractor and providing written notice to City and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.
- 6.4.3. Vegetation establishment will include a three year establishment period. Consultant will make 3 annual inspections prior to maintenance work to observe conditions and make brief recommendations for maintenance work. Additional effort may be required to provide detailed guidance if necessary, however this effort may be subject to contract amendment.

6.5. Record Drawings

- 6.5.1. Consultant will prepare construction record drawings (PDF markups) showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor. Consultant shall provide City with one electronic copy of the record drawings in PDF or similar format.
- 6.5.2. No as built survey is included, however this service can be added if desired.

Deliverables: Meeting minutes, Punch Lists, Construction Progress Reports, Final Acceptance Letter, Record Drawings, Close out documentation

7. Schedule

The work in this scope will commence immediately upon receiving Notice to Proceed and will follow the schedule outlined below as much as possible. The project includes multiple complicating factors which could adjust the schedule beyond Consultant's

control. Consultant will communicate regularly with stakeholders regarding schedule and will make adjustments in production if possible to accommodate issues as they develop.

Construction start is planned for approximately August, 2022.

8. Fees

Consultant proposes to provide the services described above based on the current rate schedule (2022) including labor, equipment, materials, and reasonable expenses (travel, mileage, printing, bid listing fees, etc.). The fees for this scope of services will not exceed the estimate below without specific written approval by City for additional services. The actual effort included in the billings may include work completed before the contract is fully executed if the work is described in the scope of services and pertinent to the timely execution of project progress.

The total fees for this Scope of Services are estimated to be \$48,478.00

	Phase	Fee
1	Project Management	\$3,838
2	Data Collection / Survey	\$16,468
3	60% Plans and Specs	\$11,084
4	Check Plans and Final Plans	\$6,458
5	SWPPP, PM, OPC	\$2,328
6	Bidding Services	\$2,150
7	Construction Admin	\$6,152
	Total	\$48,478

Tasks Not Contractually Included at this Time

The following tasks and services are not included in this scope of services but could be added by contract amendment.

1. NEPA Phase 1, Threatened and Endangered species habitat assessments, or other Environmental Assessment tasks.
2. Geotechnical investigations are not anticipated to be needed for this project
3. Structural engineering for retaining walls, railings, etc. These elements are not anticipated. If more complicated designs are required this service may be solicited from one of our teaming partners.
4. Letter of Map Revision (LOMR), or other FEMA floodplain map amendment services.

5. Formal stream survey or hydraulic modeling.
6. Joint application permitting.

Tasks Expected of City

- a. City shall appoint a project manager that will serve as the primary point of contact regarding the project.
- b. Delivery of all other pertinent background materials: reports, plans, hydraulic modeling, photographs, construction drawings, utility information, previous work on the project, regulatory or hazardous materials records, geotechnical investigations, topographic and boundary survey, etc. These materials are necessary at the beginning of the project.
- c. Review of submittals and return of comments to Consultant within two weeks from the date of submittal, in order to maintain the schedule above.
- d. All reviewers from the various departments within City shall submit comments to the City's project manager, who will collect and forward them to the Consultant at one time for each submittal phase (to prevent re-work and confusion).
- e. Provision of all legal and administrative requirements necessary for processing of permit applications, easements, subcontract requirements, etc.
- f. Payment of permit application fees directly, and submittal of permit applications that are required to be submitted by the City (e.g. NPDES#2).
- g. City will act as the resident construction observation engineer, making regular visits to the site, holding regular construction meetings, and will be available to answer contractor questions on a daily basis (Consultant will assist with less frequent availability). City will attend weekly SWPPP inspections (when available) with Contractor's formal SWPPP Inspector, however Contractor will be formally responsible for inspections and reporting.



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

Item No. 5.o.
For Meeting of 2/22/2022
Resolution

TITLE: - Resolution executing annexation agreement

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Additional details on this topic will be made available prior to the February 22, 2022 Council meeting.

FUNDING SOURCE:

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.p.
For Meeting of 2/22/2022
Resolution

TITLE: - Resolution of Endorsement for the Bondurant Community Foundation's applications to the Polk County Community Betterment Grant Program and the Polk County Community Development Program for funding requests to assist the City of Bondurant with implementing the fishing pier at Lake Petocka and to assist the City of Bondurant with establishing a Wayfinding Master Plan

CONTACT PERSON:

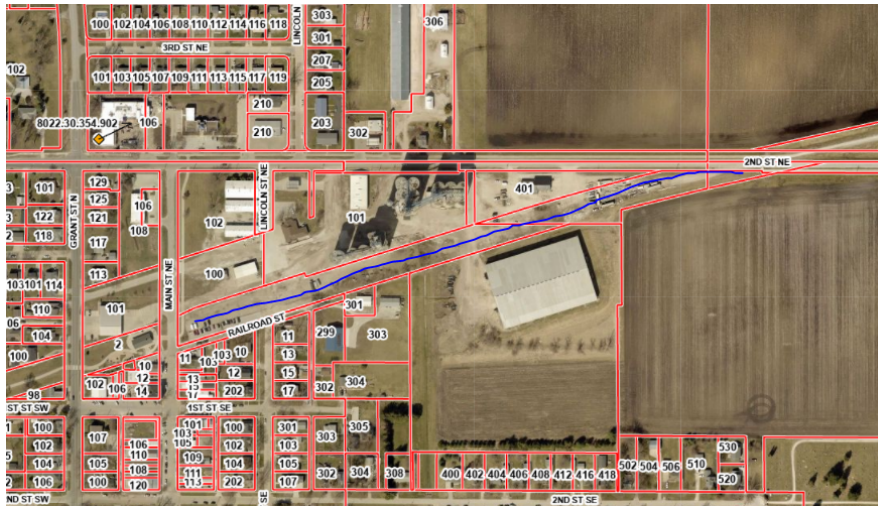
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The following Polk County grant programs are now accepting applications:

- **Polk County Community Betterment Grant** - applicants may request between \$500-\$10,000 under this grant program. This grant program was designed to provide financial support to organizations that provide cultural, recreational, educational, and human needs services to Polk County citizens. Due to the large number of requests, Polk County is unable to act favorably on all applications received.

- **Polk County Community Development Grant** - applicants may request between \$10,000-\$100,000 under this grant program. This program was designed to provide grants for non-economic development requests. This grant funding is designed to enhance community service projects and the quality of life in Bondurant. Due to the large number of requests, Polk County is unable to act favorably on all applications received.

The attached resolution endorses the Bondurant Community Foundation's grant applications to the Polk County Community Betterment Grant Program and to Polk County's Community Development Grant Program. The Bondurant Community Foundation will be requesting \$10,000 under the Polk County Community Betterment Program to assist the City of Bondurant with establishing a community-wide Wayfinding Master Plan. The need for a Wayfinding Master Plan was identified as a need in the [2015 Community Visioning Report](#). The Bondurant Community Foundation will be requesting \$100,000 in grant funding under the Polk County Community Development Program to assist the City of Bondurant with installing a fishing pier at Lake Petocka. This project was also identified as a priority in the 2015 Community Visioning Report.



FUNDING SOURCE: City match is expected if/when these projects are implemented.

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution of endorsement. This resolution of endorsement will help showcase broad community support of the proposed projects.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.q.
For Meeting of 2/22/2022
Resolution

TITLE: - Resolution of Endorsement for Bondurant Development Incorporated's applications to the Polk County Community Betterment Grant Program and the Polk County Community Development Program for funding requests to assist the City of Bondurant with implementing the Grain Elevator Redevelopment Feasibility Study and to also assist the City of Bondurant with establishing an electric vehicle charging station in downtown Bondurant

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The following Polk County grant programs are now accepting applications:

- **Polk County Community Betterment Grant** - applicants may request between \$500-\$10,000 under this grant program. This grant program was designed to provide financial support to organizations that provide cultural, recreational, educational, and human needs services to Polk County citizens. Due to the large number of requests, Polk County is unable to act favorably on all applications received.
- **Polk County Community Development Grant** - applicants may request between \$10,000-\$100,000 under this grant program. This program was designed to provide grants for non-economic development requests. This grant funding is designed to enhance community service projects and the quality of life in Bondurant. Due to the large number of requests, Polk County is unable to act favorably on all applications received.

The attached resolution endorses Bondurant Development Incorporated's grant applications to the Polk County Community Betterment Grant Program and to Polk County's Community Development Grant Program. BDI will be requesting \$10,000 under the Polk County Community Betterment Program to assist the City of Bondurant with an electric vehicle charging station in downtown Bondurant. The City of Bondurant has already secured up to \$2,000 in grant funding through an electric vehicle charging station program offered by the Metro Waste Authority. The Grain Elevator Redevelopment Feasibility Study has been identified as planning need as a result of the Landus land adjacent to Bondurant's downtown core currently being listed for sale. The

first phase of the Grain Elevator Redevelopment Feasibility study will look at existing site conditions, such as structure conditions, utilities, etc. and the second phase will take a more detailed look at redevelopment options given the existing site conditions.

FUNDING SOURCE: City match is expected if/when these projects are implemented.

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution of endorsement. This resolution will help to showcase broad community support of the proposed projects.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.r.
For Meeting of 2/22/2022
Resolution

TITLE: - Resolution of endorsement for the Bondurant Chamber of Commerce's application to the Polk County Community Betterment Program for a funding request to assist the City of Bondurant with establishing a Bondurant Block Party Trailer Rental Kit

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Polk County is currently accepting applications to their Community Betterment Grant program. Applicants may request between \$500-\$100,000 under this grant program. This grant program was designed to provide financial support to organizations that provide cultural, recreational, educational, and human needs services to Polk County citizens. Due to the large number of requests, Polk County is unable to act favorably on all applications received. The Bondurant Chamber of Commerce is not eligible to apply for the larger Polk County Community Development Grant program.

The attached resolution endorses the Bondurant Chamber of Commerce's grant application to the Polk County Community Betterment Grant Program for funding in the amount of \$10,000 to be used to assist the City of Bondurant with establishing a block party trailer rental kit for neighborhoods to utilize. The City of Ames currently has a similar kit: <https://www.cityofames.org/living/street-n-greet-block-party-trailer>.. This project will help to strengthen Bondurant's hometown feel by allowing the opportunity for neighbors to organize block party events easier.

FUNDING SOURCE: City match is expected if/when these projects are implemented.

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution of endorsement. This resolution of endorsement will help to showcase broad community support of the proposed projects.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.s.
For Meeting of 2/22/2022
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant's application to the Polk County Community Betterment Grant Program for funds to help implement the proposed community dog park

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Polk County is currently accepting applications to their Community Betterment Grant program. Applicants may request between \$500-\$10,000 under this grant program. This grant program was designed to provide financial support to organizations that provide cultural, recreational, educational, and human needs services to Polk County citizens. Due to the large number of requests, Polk County is unable to act favorably on all applications received. As a government entity, the City of Bondurant is not eligible to apply for the larger Polk County Community Development Grant program.

The attached resolution endorses the City of Bondurant's application to the Polk County Community Betterment Program for \$10,000 in funds to help implement the proposed community dog park at Lake Petocka. The dog park budget is estimated to be at \$81,000. This takes into account fencing, a water service, dog park amenities and sign, and landacaping. The Bondurant Dog Park Committee has raised an impressive approximately \$10,000 in private donations thus far. The City of Bondurant obtained a \$20,000 grant through the State's Rural Innovations Grant Program to partner with the Bondurant-Farrar Community School District to help design the proposed dog park amenities.

FUNDING SOURCE:

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution of endorsement. This resolution will help to show broad community support.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.t.
For Meeting of 2/22/2022
Resolution

TITLE: -Resolution setting Date for Public Hearing on Urban Renewal Plan Amendment

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The attached resolution sets the date for an amendment to the City Urban Renewal Plan. The plan amendment is necessary to continue with the City's economic development efforts in the Shiloh Rose industrial park area.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.u.
For Meeting of 2/22/2022
Resolution

TITLE: - Resolution of endorsement of the City of Bondurant's application to the Prairie Meadows Community Betterment Grant Program for funding to implement the community dog park

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Prairie Meadows Community Betterment Grant Program is now accepting applications. The City of Bondurant can apply for funding under this program. The proposed community dog park project is an eligible type of fundable grant. The attached resolution endorses the City of Bondurant's application to the Prairie Meadows Community Betterment Grant Program for \$15,000 in funds to be used to help implement the proposed community dog park at Lake Petocka. The dog park budget is estimated to be \$81,000. This takes into account fencing, a water service, dog park amenities and sign, and landscaping. The Bondurant Dog Park Committee has raised an impressive approximately \$10,000 in private donations thus far. The City of Bondurant obtained a \$20,000 grant through the State's Rural Innovations Grant Program to partner with the Bondurant-Farrar Community School District to help design the proposed dog park amenities. The City of Bondurant will also be applying for dog park grant through the Polk County Community Betterment Grant Program.

The Prairie Meadows Grant Advisory Committee will review eligible Community Betterment Grant Applications. After thorough evaluation by the Grant Advisory Committee, the recommended applications are forwarded to the Prairie Meadows Board of Directors for approval. Applicants will be notified by July 1, 2022. Funding will be provided to recipients in July and projects must be completed by July 1, 2023.

FUNDING SOURCE:

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution of endorsement. The resolution of endorsement will help to show broad community support.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 6.a.
For Meeting of 2/22/2022
Presentation

TITLE: Ben Dales, Commander of VFW Post 12208

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 7.a.
For Meeting of 2/22/2022
Public Hearing

TITLE: Public Hearing on Plans, Specifications, and Form of Contract for Ditch 2 Stream Resoration/Ditch Stabilization Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This is a public hearing to approve the plans, specifications and form of contract for the Ditch #2 Stream Restoration Project. This project has been designed in conjunction with goals that were set forth in the city's Stormwater Master Planning effort. The goal of the project is to help address flooding and water quality issues along the Ditch #2 tributary of Mud Creek. Currently, the project is silted in and overgrown with undesirable trees and debris from several natural disasters over the last several years. This project will address those concerns as well as provide more flood area storage and enhance water quality issues in the Mud Creek basin. An additional benefit from the project is to add a regional water amenity to the community to allow access down into the stream for outdoor recreation.

FUNDING SOURCE: Stormwater Bond

STAFF RECOMMENDATION: Hold public hearing.

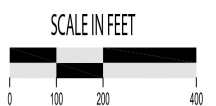
APPROVED FOR SUBMITTAL:

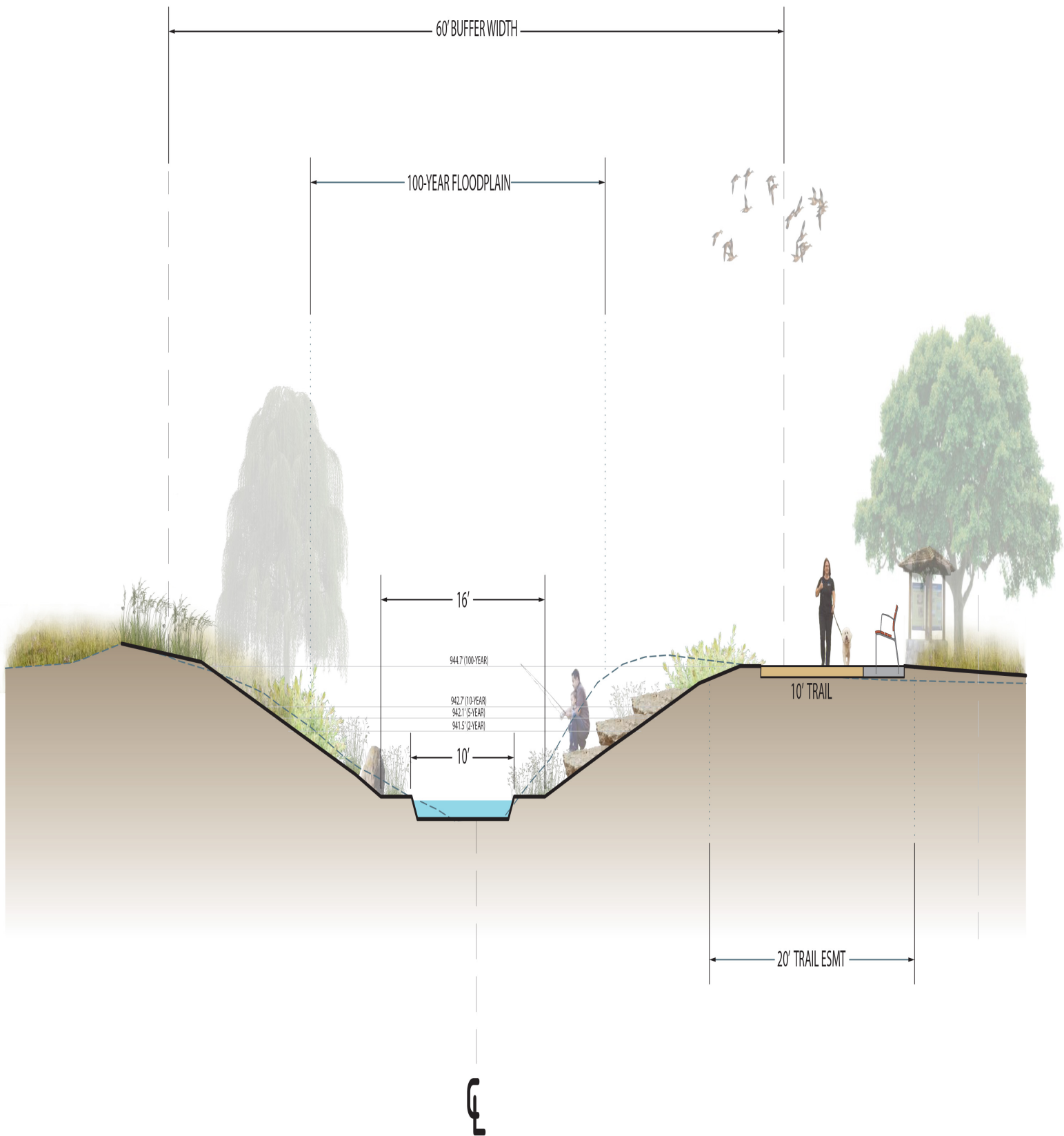
ATTACHMENTS:

1. STREAM PLAN
2. 17X11_Section Stream
3. Bondurant_Ditch 2 BP1 Bid Set Proj Man 20220210
4. Bondurant_Ditch 2 BP1 Bid Set Plans 20220210



STREAM CORRIDOR CONCEPT PLAN





STREAM CORRIDOR IMPROVEMENT CONCEPT

CONTRACT DOCUMENTS

FOR

DITCH 2 RESTORATION, 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.	
		Date: <u>02/10/2022</u>
	AARON L GWINNUP, P.E.	
	License No. 22558	
	My renewal date is December 31, 2023	
	Pages or sheets covered by this seal:	
	All pages	



EMMONS & OLIVIER RESOURCES, INC.

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City of Bondurant - Ditch 2 Restoration - Bid Package #1

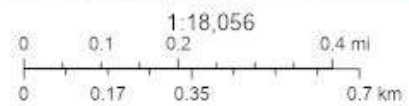
<u>Title</u>	<u>Page(s)</u>
Project Information Sheet _____	PIS-1
Location Map _____	LM-1
Notice of Public Hearing and Notice to Bidders ____	PH-1 to PH-2
Bid Bond _____	BB-1 to BB-2
Proposal _____	P-1 to P-7
Bidder Status Form _____	BS-1
Instruction to Bidders _____	IB-1 to IB-3
References _____	R-1
Subcontractors _____	S-1
Contract _____	C-1 to C-6
Notice to Proceed _____	N-1
Performance, Payment, and Maintenance Bond _____	PB-1 to PB-6
General Conditions	

Project Information Sheet

Ditch 2 Restoration – Bid Package #1

City of Bondurant, Iowa

Project Description:	Tree removal and excavation of stream banks along Ditch 2. Installation of rock riffle structures, erosion control features, seeding, and landscaping rock. Bid alternate includes a paved recreational trail and associated public amenities.
Project Contacts:	John Horton, City of Bondurant Public Works Director, jhorton@cityofbondurant.com Aaron Gwinnup, (EOR) Design Engineer, agwinnup@eorinc.com City of Bondurant 200 2 nd Street NE Box 37 Bondurant, Iowa 50035 Ph: 515-967-2418 Fax: 515-967-5732
Bids Due:	March 7, 2022, 2:00 PM, Bondurant City Hall
City Council Action:	March 21, 2022, 6:00 PM, Bondurant City Hall
Start Date:	Within 10 days of Notice to Proceed (anticipate mid-April)
Completion Dates:	Project shall be complete on or before August 31, 2022
Liquidated Damages:	\$200 per day
Engineer's Estimate:	\$415,741 (Base Bid) \$211,446 (Bid Alternate)



NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING
CITY OF BONDURANT – DITCH 2 RESTORATION

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 Ditch 2 Restoration – Bid Package #1 project at its **meeting at 6 P.M. on February 21, 2022**, 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 March 7, 2022**, 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 March 21, 2022. Work on the improvement shall be commenced within 10 days of receiving Notice to Proceed, and be completed as stated below.

Copies of the contract documents are available from the planroom at 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. Online downloads are free, a refundable fee of \$100 per set will apply to printed copies. This fee is refundable, provided the following conditions are met. 1. The plans and specifications are returned complete and in good usable condition. 2. And they are returned within fourteen (14) calendar days after the award of the project.

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 - Ditch 2 Restoration – Bid Package #1
Project Description : Tree removal and excavation of stream banks along Ditch 2. Installation of rock riffle structures, erosion control features, seeding, and landscaping rock. Bid alternate includes a paved recreational trail and associated public amenities.
Project 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** (including base bid and bid alternates) 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 fully complete the project no later than August 31, 2022. 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 (Aaron Gwinnup, PE with Emmons and Olivier Resources at agwinnup@eorinc.com or (319) 594-1139). 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 - Ditch 2 Restoration – Bid Package #1
Project Description : Tree removal and excavation of stream banks along Ditch 2. Installation of rock riffle structures, erosion control features, seeding, and landscaping rock. Bid alternate includes a paved recreational trail and associated public amenities.
Project 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 - Ditch 2 Restoration – Bid Package #1
Project Description : Tree removal and excavation of stream banks along Ditch 2. Installation of rock riffle structures, erosion control features, seeding, and landscaping rock. Bid alternate includes a paved recreational trail and associated public amenities.
Project 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 _____

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.

~~**BASE BID CONTRACTS:** The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add Alternates on the 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.~~

PROPOSAL: PART D – GENERAL

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

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid 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 Ditch 2 Restoration – Bid Package #1; 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.

Base Bid

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Division 2 - Earthwork					
1	General Clearing and Grubbing	LS	1	\$	\$
2	On-site Topsoil (Strip, Salvage, and Respread 6" Depth)	CY	2792	\$	\$
3	Off-site Topsoil, 6" Depth	CY	931	\$	\$
4	Excavation Class 10, Haul Offsite	CY	16114	\$	\$
5	Temporary Stream Diversion / Crossings	LS	1	\$	\$
Division 4 - Sewers and Drains					
6	Pipe Culvert, CMP 24"	LF	18	\$	\$
7	CMP Apron, 24"	EA	2	\$	\$
Division 8 - Traffic Control					
8	Temporary Traffic Control, Basic	LS	1	\$	\$
Division 9 - Sitework and Landscaping					
9	Hydraulic seeding: seeding and mulching, type 4 seed mixture (Urban Temp Erosion Control); BFM Hydromulch	ACRE	6.5	\$	\$
10	SWPPP Management	LS	1	\$	\$
11	Filter Sock, 9", Install	LF	5368	\$	\$
12	Filter Sock, 9", Removal	LF	5368	\$	\$
13	Rip Rap, Class D Revetment	TON	6	\$	\$
14	Rip Rap, Erosion Stone	TON	85	\$	\$
15	Stabilized Construction Entrance	EA	4	\$	\$
Division 11 - Miscellaneous					
16	Construction Survey	LS	1	\$	\$
17	Mobilization	LS	1	\$	\$
18	Limestone Blocks - Outcrop	TON	150	\$	\$
				BASE BID	
				TOTAL:	
				\$	

Bid Alternate #1

<u>No.</u>	<u>Item</u>	Estimated		Unit	Extended
		<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Price</u>
19	Modified Subbase - 6"	SY	3674	\$	\$
20	Shared Use Path, PCC 5"	SY	2624	\$	\$
21	Special Subgrade Preparation for Shared Use Paths	SY	3674	\$	\$
22	Detectable Warning	SY	9	\$	\$
23	Concrete Washout	EA	1	\$	\$
24	Construction Survey	LS	1	\$	\$
25	Benches	EA	4	\$	\$
26	Kiosk	EA	1	\$	\$
27	Dog Waste Station	EA	1	\$	\$
28	Off-site Topsoil, 6" Depth (REDUCE QUANTITY IN BASE BID)	CY	(437)	\$	\$
29	Mobilization	LS	1	\$	\$

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 – Ditch 2 Restoration – Bid Package #1

The work comprising the above referenced project shall be constructed in accordance with the 2022 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 – Ditch 2 Bondurant – Bid Package #1

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 – Ditch 2 Restoration – Bid Package #1

	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, **2022** 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 - Ditch 2 Restoration – Bid Package #1

Project Description : Tree removal and excavation of stream banks along Ditch 2. Installation of rock riffle structures, erosion control features, seeding, and landscaping rock. Bid alternate includes a paved recreational trail and associated public amenities.

Project 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 – Ditch 2 Restoration – Bid Package #1**; 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.

- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

CORPORATE ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

Project No. _____

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.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Division 2 - Earthwork					
1	General Clearing and Grubbing	LS	1	\$	\$
2	On-site Topsoil (Strip, Salvage, and Respread 6" Depth)	CY	2792	\$	\$
3	Off-site Topsoil, 6" Depth	CY	931	\$	\$
4	Excavation Class 10, Haul Offsite	CY	16114	\$	\$
5	Temporary Stream Diversion / Crossings	LS	1	\$	\$
Division 4 - Sewers and Drains					
6	Pipe Culvert, CMP 24"	LF	18	\$	\$
7	CMP Apron, 24"	EA	2	\$	\$
Division 8 - Traffic Control					
8	Temporary Traffic Control, Basic	LS	1	\$	\$
Division 9 - Sitework and Landscaping					
9	Hydraulic seeding: seeding and mulching, type 4 seed mixture (Urban Temp Erosion Control); BFM Hydromulch	ACRE	6.5	\$	\$
10	SWPPP Management	LS	1	\$	\$
11	Filter Sock, 9", Install	LF	5368	\$	\$
12	Filter Sock, 9", Removal	LF	5368	\$	\$
13	Rip Rap, Class D Revetment	TON	6	\$	\$
14	Rip Rap, Erosion Stone	TON	85	\$	\$
15	Stabilized Construction Entrance	EA	4	\$	\$
Division 11 - Miscellaneous					
16	Construction Survey	LS	1	\$	\$
17	Mobilization	LS	1	\$	\$
18	Limestone Blocks - Outcrop	TON	150	\$	\$

Bid Alternate #1

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
19	Modified Subbase - 6"	SY	3674	\$	\$
20	Shared Use Path, PCC 5"	SY	2624	\$	\$
21	Special Subgrade Preparation for Shared Use Paths	SY	3674	\$	\$
22	Detectable Warning	SY	9	\$	\$
23	Concrete Washout	EA	1	\$	\$
24	Construction Survey	LS	1	\$	\$
25	Benches	EA	4	\$	\$
26	Kiosk	EA	1	\$	\$
27	Dog Waste Station	EA	1	\$	\$
28	Off-site Topsoil, 6" Depth (REDUCE QUANTITY IN BASE BID)	CY	(437)	\$	\$
29	Mobilization	LS	1	\$	\$
				BASE BID	
				TOTAL:	\$

NOTICE TO PROCEED

City of Bondurant - Ditch 2 Restoration - Bid Package #1

Date: _____

To: _____

You are hereby notified to commence work in accordance with the Contract dated _____, and you are to complete the project by August 31, 2022.

Owner: _____ City of Bondurant, Iowa

By: _____

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 - Ditch 2 Restoration – Bid Package #1
Project Description : Tree removal and excavation of stream banks along Ditch 2. Installation of rock riffle structures, erosion control features, seeding, and landscaping rock. Bid alternate includes a paved recreational trail and associated public amenities.
Project Location : Bondurant, IA.

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.

- 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.

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.

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 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.

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.

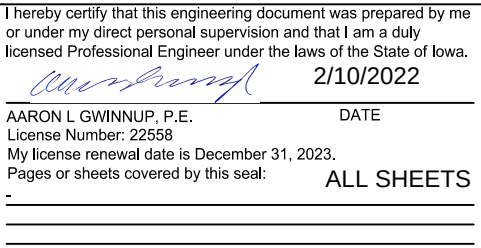
1.07 SALES AND USE TAX STATEMENT

- 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



CITY OF BONDURANT
DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY, IOWA

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RESOURCE LIST

CITY OF BONDURANT

CITY HALL
200 SECOND STREET NE BOX
37
BONDURANT, IOWA 50035

MAYOR: CURT SULLIVAN

CITY COUNCIL MEMBERS:
WES ENOS
TARA COX
DOUG ELROD
ANGELA MCKENZIE
BOB PEPPER

CITY ADMINISTRATOR:
MARKETA OLIVER

PUBLIC WORKS DIRECTOR:
JOHN HORTON

UTILITIES

LOCAL

W1-WATER MAIN
S1-SANITARY SEWER

G1-HIGH PRESSURE GAS

OE1-OVERHEAD ELECTRIC
UE1-UNDERGROUND ELECTRIC
G2-HIGH PRESSURE GAS

FO1-FIBER OPTIC

CLEAR PER MAP

CLEAR PER MAP

CLEAR PER MAP

CITY OF BONDURANT
JOHN HORTON
PUBLIC WORKS DIRECTOR
515-971-6855
jhorton@cityofbondurant.com

NORTHERN NATURAL GAS COMPANY
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DISTRICT
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TOM STURMER
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IOWA ONE CALL

Required 48-Hour Notice

Prior to the commencement of any excavation planned or scheduled to occur within the state of Iowa, all excavators (persons planning to engage in any form of excavating) must contact the Iowa One Call Notification System and provide notice of the planned excavation at least 48-hours prior to the commencement of the planned excavation – excluding Saturdays, Sundays and legal holidays.

Failure to notify the Iowa One Call System prior to engaging in any type of digging or excavating is a serious breach of Iowa law. Contractors and professional excavators perform more activities that disturb the earth than any other sector and the rules and regulations involving excavation safety and underground damage prevention are critical to the professional contractor and excavator.

Methods of Providing Information for Locate Requests

The IOC Call Center can be Reached 24-Hours a Day, 7 Days a Week via your landline or cellular telephone:

Simply dial 811 or call 800-292-8989

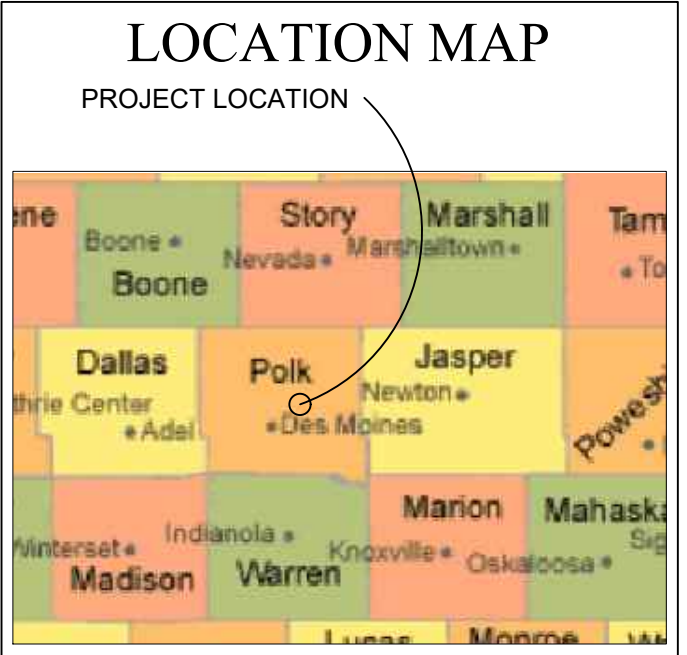
Online Ticket Entry System: WWW.IOWAONECALL.COM

The new "TiC" system provides a user-friendly Internet-based application for submitting and tracking Iowa One Call locate requests.

Each locate request that is processed is assigned a serial number by the computer. This number contains all the information about your call. It is important to write this number down and keep it with your records. Iowa One Call retains this information for six years.

Excavators may be liable for any damages they may cause to buried facilities. Simply calling Iowa One Call does not necessarily relieve an excavator of these potential liabilities. For example, a damaged fiber optics line may be extremely costly to repair and the financial obligation of the contractor/excavator responsible for the damage.

Excavators need to take precautions and dig safely to avoid damaging buried facilities. In the event the locate markings are clearly inaccurate the liability for damage may shift to the facility operator.



GOVERNING SPECIFICATIONS

THE 2021 REVISED EDITION OF THE SUDAS "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (JULY 2021), THE 2015 IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO IOWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.

CONSTRUCTION NOTE

CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IN THE EVENT THAT AN INTERRUPTION OF SERVICE IS UNAVOIDABLE IN ORDER TO COMPLETE THE WORK, CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION TO ALL AFFECTED BUSINESSES AND/OR RESIDENCES A MINIMUM OF 3 WORKING DAYS IN ADVANCE OF ANY INTERRUPTION.

EXISTING UTILITIES
THE LOCATION OF UNDERGROUND FACILITIES AND/OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE SUBSURFACE UTILITY INFORMATION SHOWN IS UTILITY QUALITY LEVEL D, AS DETERMINED USING THE GUIDELINES OF "CII/ASCE 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

* THIS PLAN SET CONTAINS 36 PLAN SHEETS

CLIENT
CITY OF BONDURANT
200 SECOND STREET NE BOX 37
BONDURANT, IOWA 50035

ENGINEER
EMMONS & OLIVIER RESOURCES, INC.
1919 UNIVERSITY AVE W SUITE 300
ST PAUL, MINNESOTA 55104
TELEPHONE: (651) 770-8448
FAX: (651) 770-2552
eorinc.com

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



NOT FOR CONSTRUCTION

SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	



DITCH TWO RESTORATION CITY OF BONDURANT, POLK COUNTY, IOWA

TITLE SHEET

SHEET 01 OF 36 SHEETS

Page 216 of 2

LEGEND

FEATURE	PROPOSED
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NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

CONVERSION FROM CITY OF DES MOINES DATUM TO
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) IS (+)773.94

BM502 N=620403 E=1646162 ELEV=951.35
SOUTHEAST BURY BOLT ON HYDRANT ON THE SOUTH SIDE
OF NE 78TH AVENUE, NORTHEAST CORNER OF SITE.

IOWA STATE PLANE SOUTH COORDINATE SYSTEM
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP1 N=820428.38 E=1646140.00 Z=952.62
MAG NAIL WITH SHINER 40' NORTHWEST OF HYDRANT ON THE SOUTH SIDE OF NE 78TH AVENUE,
NORTHWEST CORNER OF SITE.

CP8 N=618376.60 E=1646114.69 Z=958.28
MAG NAIL IN NORTH EDGE OF CONCRETE TRAIL, SOUTH OF SITE.

CP100 N=620449.59 E=1645205.98 Z=954.15
MAG NAIL IN THE NORTH SIDE OF NE 78TH AVENUE, NORTHWEST CORNER OF SITE.

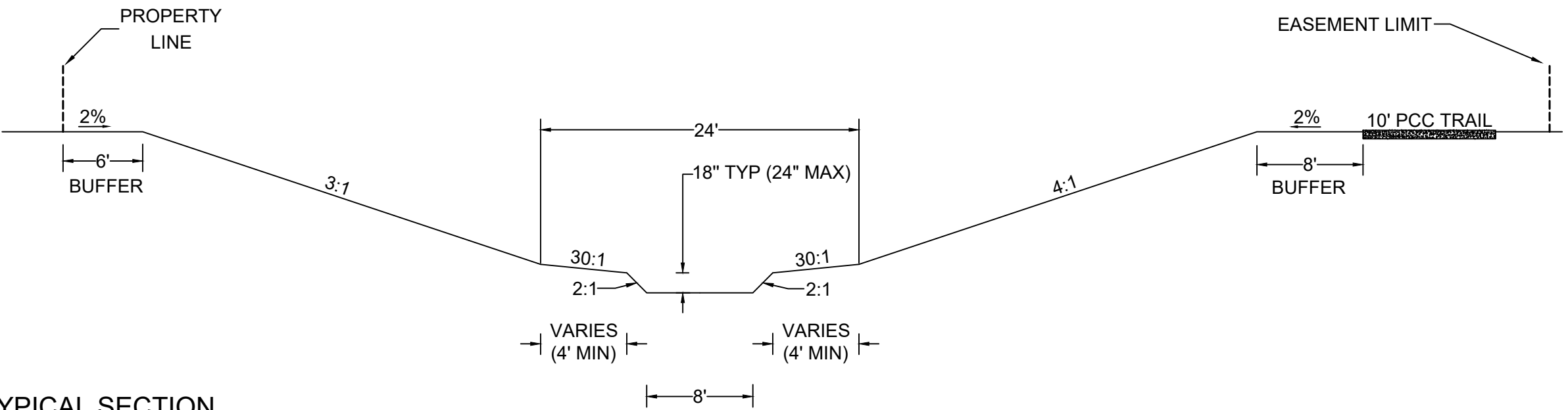
CP101 N=620098.41 E=1644827.25 Z=957.63
MAG NAIL IN THE WEST SIDE OF NE 64TH STREET, NORTHWEST CORNER OF SITE.

CP102 N=619199.02 E=1644823.14 Z=958.22
MAG NAIL IN THE WEST SIDE OF NE 64TH STREET WEST OF GAS APPARATUS, WEST SIDE OF SITE.

CP103 N=617962.61 E=1644802.19 Z=973.69
MAG NAIL IN CONCRETE TRAIL ON THE WEST SIDE OF NE 64TH STREET, SOUTHWEST CORNER OF SITE.

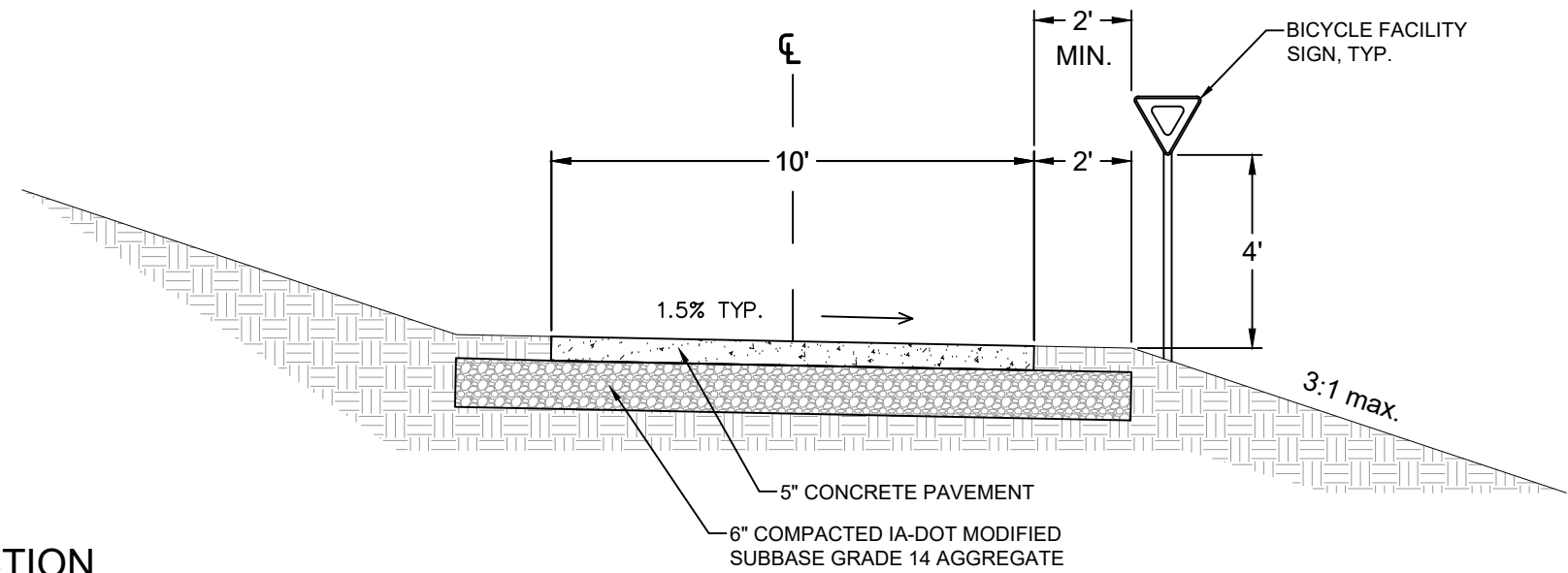
LEGEND

SHEET 02 OF 36 SHEETS



STREAM TYPICAL SECTION

NOT TO SCALE



STREAM TYPICAL SECTION

NOT TO SCALE

Proj Date: 02/10/2022
Drawing name: X:\Clients_Municipal\1429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_TYPICAL_SECTIONS.dwg
Xref:

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE:	02/10/2022
DESIGN BY	AG
DRAWN BY	BR
EOR PROJECT NO.	1675-0001

**Emmons & Olivier
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St Paul, MN 55104
ecology
community

Tele: 651.770.8448
www.eorinc.com



DITCH TWO RESTORATION CITY OF BONDURANT, POLK COUNTY, IOWA
STATE PROJECT NO. ---

TYPICAL SECTIONS
SHEET 03 OF 36 SHEETS

GRADING & EROSION CONTROL NOTES

1. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION BY CALLING IOWA ONE CALL AT 1-800-292-8989.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
4. ACCEPTANCE OF INSTALLED PERIMETER EROSION CONTROL, AND CONSTRUCTION ENTRANCE MUST BE MADE BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME TEMPORARY EROSION CONTROL MEASURES MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE UPON APPROVAL OF ENGINEER.
5. CONTRACTOR TO ADHERE TO ALL REQUIREMENTS OF CITY, COUNTY, STATE AND N.P.D.E.S PERMITS.
6. ALL EXPOSED SOIL AREAS WITHIN 100 FEET OF A WATER OF THE STATE OR ANY STORMWATER CONVEYANCE SYSTEM WHICH IS CONNECTED TO A WATER OF THE STATE MUST BE STABILIZED WITHIN 24 HOURS OF COMPLETION OF GRADING ACTIVITIES.
7. ALL CONSTRUCTION ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS FULL WIDTH FROM ENTRANCE POINT INTO THE CONSTRUCTION ZONE PER SUDAS.
8. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, COUNTY, STATE AND N.P.D.E.S. PERMITS.
9. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF ACCUMULATED SILT IN FRONT OF TEMPORARY EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
10. MAINTAIN EXISTING EROSION CONTROL. RE-ESTABLISH ANY EXISTING EROSION CONTROL DISTURBED BY CONSTRUCTION.
11. CONTRACTOR SHALL PROVIDE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED FOR CONSTRUCTION OR AS REQUIRED BY ENGINEER.
12. REMOVE ALL EROSION CONTROL MEASURES UPON APPROVAL OF ENGINEER.
13. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS WITHIN 24 HOURS OF DISCOVERY OR REQUESTED BY ENGINEER.
14. IF BLOWING DUST IS DEEMED A NUISANCE BY ENGINEER, OWNER, PERMITTING AUTHORITIES, OR ADJACENT LAND OWNERS, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK OR APPROVED EQUAL TO ALL CONSTRUCTION AREAS IMMEDIATELY.
15. SWEEP ADJACENT STREETS WITH SWEEPER AND PICK-UP BROOM IN ACCORDANCE WITH CITY AND STATE REQUIREMENTS.
16. INSPECT EROSION CONTROL DEVICES AFTER EACH RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING EROSION CONTROL DEVICES.
19. SEE SUDAS SECTION 2010, EARTHWORK, SUBGRADE, AND SUBBASE FOR ALL EXCAVATION RELATED WORK AND QUALITY CONTROL.
20. SEE SUDAS SECTION 4020, STORM SEWER AND STANDARD DETAILS FOR STORM SEWER INSTALLATION AND QUALITY CONTROL.
21. SEE SUDAS SECTION 6010, STRUCTURES FOR SANITARY AND STORM SEWER, FOR STORM SEWER STRUCTURES INSTALLATION AND QUALITY CONTROL.
22. REVIEW SPECIAL PROVISIONS FOR MODIFICATIONS TO IDOT OR SUDAS SPECIFICATIONS.
23. EARTHWORK ASSUMPTIONS
 - A. SEE CONTRACT DOCUMENTS FOR INCLUSIONS, INCLUDING BUT NOT LIMITED TO MEASUREMENT & PAYMENT.
 - B. ALL QUANTITIES ARE PLAN (P) QUANTITIES, NO BULKING FACTORS ARE INCLUDED, QUANTITIES ARE "IN PLACE" ONLY.
 - C. TOPSOIL SHALL BE SALVAGED AND RE-USED ON SITE - 6" MIN.
 - D. EARTHWORK DOES NOT BALANCE ONSITE, EXCESS MATERIAL TO BE HAULED AWAY AND DISPOSED OF PROPERLY.
 - E. E. DEBRIS AND UNSUITABLE FILL IS TO BE HAULED OFFSITE AND DISPOSED OF PROPERLY

SEEDING NOTES

1. ALL DISTURBED AREAS OUTSIDE OF BASIN MULCHED AREAS SHALL BE SEEDED WITH SUDAS TYPE 4 - URBAN TEMPORARY EROSION CONTROL MIXTURE AT THE RECOMMENDED RATE, AND STABILIZED WITH MODIFIED BONDED FIBER MATRIX (MBFM) HYDROMULCH. DO NOT FERTILIZE.

6				 		SUBMISSION DATE: 02/10/2022	 Emmons & Olivier Resources, Inc. 1919 University Ave W St Paul, MN 55104 Tele: 651.770.8448 www.eorinc.com		DITCH TWO RESTORATION CITY OF BONDURANT, POLK COUNTY, IOWA	GENERAL NOTES
5					DESIGN BY AG	DRAWN BY BR				
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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION							
NO	DATE	BY	REVISION							

Plot Date: 02/10/2022
Drawing name: \\eov\008.eorinc\office\server\clients_Municipal\01429_City_Bondurant\0006_Ditch_2_Restoration\09_GWS\svg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_GRA\DJNG2_PIE-OWinnup_Aaron-A

Base Bid				
Item No.	Item	Sudas Reference #	Unit	Quantity
1.1	General Clearing and Grubbing	2010-1.08-C	LS	1
1.2	On-site Topsoil (Strip, Salvage, and Respread 6" Depth)	2010-1.08-D1	CY	2792
1.3	Off-site Topsoil, 6" Depth	2010-1.08-D3	CY	931
1.4	Excavation Class 10, Haul Offsite	2010-1.08-E	CY	16114
1.5	Temporary Stream Diversion / Crossings	2010-1.08-Special	LS	1
1.6	Pipe Culvert, CMP 24"	4030-1.08-A.1	LF	18
1.7	CMP Apron, 24	4030-1.08-B	EA	2
1.8	Temporary Traffic Control, Basic	8030-1.08-A	LS	1
1.9	Hydraulic seeding: seeding and mulching, type 4 seed mixture (Urban Temp Erosion Control); BFM Hydromulch	9010-1.08-B	ACRE	6.5
1.10	SWPPP Management	9040-1.08-A.2	LS	1
1.11	Filter Sock, 9", Install	9040-1.08-D1	LF	5368
1.12	Filter Sock, 9", Removal	9040-1.08-D2	LF	5368
1.13	Rip Rap, Class D Revetment	9040-1.08-J	TON	6
1.14	Rip Rap, Erosion Stone	9040-1.08-J	TON	85
1.15	Stabilized Construction Entrance	9040-1.08-O2	EA	4
1.16	Construction Survey	11010-1.08-A	LS	1
1.17	Mobilization	11020-1.08-A	LS	1
1.18	Limestone Blocks - Outcrop	Special	TON	150
Bid Alternate #1				
Item No.	Item	Sudas Reference #	Unit	Quantity
1.19	Modified Subbase - 6"	2010-1.08-J	SY	3674
1.20	Shared Use Path, PCC 5"	7030-1.08-C	SY	2624
1.21	Special Subgrade Preparation for Shared Use Paths	7030-1.08-D	SY	3674
1.22	Detectable Warning	7030-1.08-G	SY	9
1.23	Concrete Washout	11050-1.08-A	EA	1
1.24	Construction Survey	11010-1.08-A	LS	1
1.25	Benches	Special	EA	4
1.26	Kiosk	Special	EA	1
1.27	Dog Waste Station	Special	EA	1
1.28	Off-site Topsoil, 6" Depth (REDUCE QUANTITY IN BASE BID)	2010-1.08-D3	CY	(437)
1.29	Mobilization	11020-1.08-A	LS	1

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NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	

**Emmons & Olivier
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St Paul, MN 55104
ecology
community

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DITCH TWO RESTORATION CITY OF BONDURANT, POLK COUNTY, IOWA	
STATE PROJECT NO. ---	CITY PROJECT NO. ###

EPQ
SHEET 05 OF 36 SHEETS

Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\01429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Bases2, 1429-06_GRADING2, 1429-06

ESTIMATE REFERENCE INFORMATION			
ITEM NO.	ITEM CODE	DESCRIPTION	
1.1	2010-1.08-C	<u>GENERAL CLEARING AND GRUBBING</u> A. THE CONTRACTOR WILL BE PAID THE CONTRACT UNIT PRICE IN LUMP SUM. THIS SHALL BE CONSIDERED FULL COMPENSATION FOR FURNISHING ALL TOOLS, EQUIPMENT, LABOR AND MATERIALS NECESSARY TO GRUB IN COMPLIANCE WITH THE CONTRACT DOCUMENTS. B. REFER TO EXISTING CONDITIONS AND REMOVALS SHEETS FOR MORE INFORMATION. C. LARGE TREES (>5" DIA) WILL BE FELLED BY OTHERS IN ADVANCE, BUT NOT REMOVED, THIS ITEM INCLUDES REMOVAL OF ALL WOODY MATERIAL NOT MARKED FOR PROTECTION. D. REMOVE ALL BRUSH, TREES, AND VINES THROUGHOUT PROJECT LIMITS. IF ANY STUMPS ARE APPROVED TO BE LEFT IN PLACE (FOR EXAMPLE BECAUSE REMOVAL COULD DAMAGE ADJACENT INFRASTRCTURE, FENCES, ETC.) TREAT CUT STUMPS WITH APPROVED HERBICIDE. E. PROTECT ALL TREES MARKED BY ENGINEER, REMOVE ALL OTHER TREES, SHRUBS, VINES AND WEEDS WITHIN PROJECT LIMITS F. PLACEMENT OF BACKFILL IN AREA WHERE ROOTS HAVE BEEN REMOVED, AND REMOVAL AND DISPOSAL OF ALL MATERIALS IS INCIDENTAL. G. ALL MATERIAL THAT IS REMOVED FROM THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR. BURNING AND BURIAL ON THE PROJECT SITE IS NOT ALLOWED. H. MINIMIZE DURATION THAT ERODABLE SURFACES AND RIVERBANKS ARE GRUBBED AND EXPOSED. MAINTAIN STREAMBANK VEGETATION UNTIL WORK WITHIN THE STREAM IS CONDUCTED.	
1.2	2010-1.08-D1	<u>ON-SITE TOPSOIL (STRIP, SALVAGE, AND RESPREAD 6" DEPTH)</u> A. ITEM INCLUDES STRIPPING AND STOCKPILING TOPSOIL; PREPARING THE TOPSOIL PLACEMENT AREA BY TILLAGE OR RIPPING; RE-SPREADING THE TOPSOIL; ADDITIONAL TILLAGE TO ADDRESS COMPACTION DURING PLACEMENT; AND REMOVAL OF CLODS, ROOTS, STONES, AND OTHER UNDESIRABLE MATERIALS. B. EXISTING TOPSOIL TO BE STRIPPED ON ALL GRADING AREAS, SALVAGED AND STOCKPILED. C. ADEQUATE EROSION CONTROL MEASURES FOR STOCKPILED SOIL SHALL BE PROVIDED BY THE CONTRACTOR. D. THE DEPTH OF CUT IS ASSUMED TO BE 6", NOTIFY ENGINEER IF ONSITE CONDITIONS OBSERVED VARY MORE THAN +/- 1"	
1.3	2010-1.08-D3	<u>OFF-SITE TOPSOIL, 6" DEPTH</u> A. THIS ITEM SHALL INCLUDE PROCUREMENT, HAULING AND PLACEMENT OF THE MATERIAL TO A 6" FINISHED DEPTH. B. MATERIAL SHALL MEET THE REQUIREMENTS OF SUDAS 2010.2.01-C, AND SHALL BE APPROVED IN ADVANCE C. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISPUTE WITH THE EXCAVATION PLAN QUANTITY PRIOR TO CONSTRUCTION, OTHERWISE PLAN QUANTITY WILL BE USED FOR PAYMENT.	
1.4	2010-1.08-E	<u>EXCAVATION CLASS 10, HAUL OFFSITE</u> A. THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL, HAULING AND PLACEMENT OF THE MATERIAL WITHIN THE GRADING LIMITS AND HAULING EXCESS MATERIAL OFFSITE IN ACCORDANCE WITH THE SPECIFICATIONS AND THESE PLANS. B. THE CONTRACTOR SHALL DISPOSE OF EXCESS MATERIAL PROPERLY OFFSITE. C. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISPUTE WITH THE EXCAVATION PLAN QUANTITY PRIOR TO CONSTRUCTION, OTHERWISE PLAN QUANTITY WILL BE USED FOR PAYMENT. QUANTITIES STATED HEREIN ARE "IN-PLACE" QUANTITIES (NO BULKING FACTORS ARE INCLUDED) D. MOISTURE CONDITIONING AND COMPACTION REQUIREMENTS ARE INCIDENTAL TO THIS ITEM. OWNER SHALL PROVIDE COMPACTION TESTING SERVICES, IF NEEDED E. ESTIMATED QUANTITIES: TOTAL CUT = 15,183 CY (P), TOTAL FILL = 1,320 CY (GRADING), NET (CUT) = 13,862 CY TOPSOIL: 931 CY (OFFSITE), 2,792 CY (ONSITE), ESTIMATED EXCESS TO HAUL OFFSITE = 14,793 CY	
1.5	2010-1.08-SPECIAL	<u>TEMPORARY STREAM DIVERSION / CROSSINGS</u> A. ITEM IS PAID AS A LUMP SUM FOR ALL STREAM DIVERSIONS AND TEMPORARY STREAM CROSSINGS NEEDED DURING CONSTRUCTION. B. TEMPORARY STREAM CROSSINGS (IF USED) SHALL INCLUDE CULVERTS OR OTHER MEANS TO ALLOW NORMAL STREAM DISCHARGE TO FLOW, AND SHALL NOT ADVERSELY IMPEDE LARGER STORM EVENTS OR CAUSE FLOODING OR DAMAGE TO SURROUNDING AREA. PRACTICES SHALL BE REMOVED IN THE EVENT OF PENDING INCLEMENT WEATHER. SURROUNDING AREA SHALL BE RESTORED TRUE TO GRADE FOLLOWING REMOVAL OF TEMPORARY MEASURES. PRACTICES SHALL BE DESIGNED TO PREVENT EQUIPMENT TRACKING DIRECTLY IN THE WATER WHEN POSSIBLE. C. ENGINEER SHALL APPROVE ALL PROPOSED DIVERSION AND CROSSING METHODS PRIOR TO INSTALLATION.	
1.6	4030-1.08-A.1	<u>PIPE CULVERT, CMP 24"</u> A. REFER TO SUDAS 4030.	
1.7	4030-1.08-B	<u>CMP APRON, 24"</u> A. REFER TO SUDAS 4030.	
1.8	8030-1.08-A	<u>TEMPORARY TRAFFIC CONTROL, BASIC</u> A. THIS ITEM SHALL INCLUDE ALL SIGNS AND BARRICADES AS DETAILED HERE IN AND AS REQUIRED BY THE CITY PUBLIC WORKS DIRECTOR, AND ALL OTHER WORK NECESSARY TO CONTROL TRAFFIC DURING CONSTRUCTION. B. ALL TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE IOWA DOT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC), CHAPTER 31 (MUTCD) C. TWO WORKING DAYS NOTICE IS REQUIRED FOR SIGN REMOVAL AND INSTALLATION. D. SIGNS, BARRICADES AND FENCE ARE TO BE SUFFICIENTLY SECURED TO PREVENT MOVEMENT BY NATURAL FORCES AT ALL TIMES. E. ALL COSTS ASSOCIATED WITH TRAFFIC CONTROL PLAN IMPLEMENTATION AND SIGNAGE ARE INCIDENTAL TO THIS ITEM. F. ITEM INCLUDES FURNISHING OF SIGNAGE ALONG 2ND ST NE AND CHAYSE AVE INDICATING THE CONSTRUCTION ENTRANCES AS REQUIRED BY THE CODES AND STANDARDS ABOVE	
1.9	9010-1.08-B	<u>HYDRAULIC SEEDING: SEEDING AND MULCHING, TYPE 4 SEED MIXTURE (URBAN TEMPORARY EROSION CONTROL MIXTURE): BFM HYDROMULCH</u> A. REFER TO SUDAS 9010. DO NOT INCLUDE FERTILIZER	
1.10	9040-1.08-A.2	<u>SWPPP MANAGEMENT</u> A. REFER TO SUDAS 9040. B. ITEM INCLUDES ALL WORK REQUIRED 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. C. THE INITIAL SWPPP DOCUMENT AND NOI FOR PROCUREMENT OF NPDES #2 PERMIT (BY CONTRACTOR) WILL BE PROVIDED TO THE CONTRACTOR AT OR BEFORE THE PRE-CONSTRUCTION MEETING.	
1.11	9040-1.08-D1	<u>FILTER SOCK, 9", INSTALL</u> A. REFER TO SUDAS SECTION 9040-1.08-D1 FOR DETAILS. B. SIZE OF FILTER SOCK SHALL BE 9".	

1.12	9040-1.08-D2	<u>FILTER SOCK, 9", REMOVAL</u> A. REMOVAL SHALL BE PRE-APPROVED BY ENGINEER OR CITY PUBLIC WORKS DIRECTOR
1.13	9040-1.08-J	<u>RIP RAP, CLASS D REVEEMENT</u> A. CLASS D RIPRAP IS USED AT EACH ROCK RIFFLE. REFER TO DETAIL SHEET 3 FOR MORE INFORMATION. B. ASSUMING MATERIAL DENSITY OF 1.49 TON PER CUBIC YARD.
1.14	9040-1.08-J	<u>RIP RAP, EROSION STONE</u> A. REFER TO SUDAS 9040. B. MATERIAL SHALL BE PLACED AT THE DIRECTION OF THE ENGINEER, PLEASE PROVIDE 48 HOURS NOTICE BEFORE CONSTRUCTING THE FIRST ONE C. ASSUMING MATERIAL DENSITY OF 1.62 TON PER CUBIC YARD. D. REFER TO GRADING SHEETS FOR LOCATION OF ROCK RIFFLES, AND DETAIL SHEET 3 FOR QUANTITY NEEDED FOR EACH ROCK RIFFLE.
1.15	9040-1.08-O2	<u>STABILIZED CONSTRUCTION ENTRANCE</u> A. REFER TO EROSION CONTROL SHEETS FOR PLAN VIEW LOCATION OF CONSTRUCTION ENTRANCE. B. CONTRACTOR MAY SELECT LOCATION(S) FOR STABILIZED CONSTRUCTION ENTRANCE(S) TO ACCOMMODATE ROAD CLOSURE REQUIREMENTS/REQUESTS MADE BY THE ENGINEER / PUBLIC WORKS DIRECTOR, SUBJECT TO THE REQUIREMENTS OF THE SWPPP. TRACK OUT OF SEDIMENT, MUD OR DIRT WILL NOT BE PERMITTED. MAINTAIN, OR REPLACE MEDIA IF TRACK OUT IS NOT BEING PREVENTED C. ITEM INCLUDES FURNISHING AND INSTALLING ENGINEERING FABRIC BENEATH THE STONE MATERIAL. FABRIC SHALL COMPLY WITH IDOT GENERAL SPECIFICATIONS SECTION 4196.01-B-3. CONSTRUCTION ENTRANCE AREAS ARE TO BE RESTORED WITH TOPSOIL, TEMP SEED AND BFM UPON REMOVAL (SEPARATE BID ITEM). D. THE CONTRACTOR WILL BE PAID THE CONTRACT UNIT PRICE PER EACH STABILIZED CONSTRUCTION ENTRANCE INSTALLED. THIS SHALL BE CONSIDERED FULL COMPENSATION FOR FURNISHING ALL TOOLS, EQUIPMENT, LABOR AND MATERIALS NECESSARY TO INSTALL, MAINTAIN AND REMOVE STABILIZED CONSTRUCTION ENTRANCES IN COMPLIANCE WITH THE CONTRACT DOCUMENTS.
1.16	11010-1.08-A	<u>CONSTRUCTION SURVEY</u> A. REFER TO SUDAS 11010. B. ITEM INCLUDES ALL NECESSARY SURVEY, STAKING, AND LAYOUT TO CONSTRUCT THE PROJECT, BASED ON CONTROL POINTS PROVIDED IN THE PROJECT PLANS
1.17	11020-1.08-A	<u>MOBILIZATION</u> A. REFER TO SUDAS 11020.
1.18	SPECIAL	<u>LIMESTONE BLOCKS - OUTCROP</u> A. ITEM IS PAID BY THE TON INSTALLED, BASED ON LOAD TICKETS B. LIMESTONE BLOCKS ARE TO BE "OUTCROP" TYPE DIMENSIONAL LIMESTONE (PARALLEL TOP AND BOTTOM CLEAVED FACES, AND ROUGH BROKEN EDGES (NO SMOOTH CUTS, MILLING OR POLISHING). BLOCKS ARE TO BE ROUGHLY RECTANGULAR BASED ON THE DIMENSIONS PROVIDED, INSTALLED SO THAT THE TOP SURFACE IS ROUGHLY LEVEL C. ITEM INCLUDES ALL MATERIALS AND LABOR REQUIRED TO INSTALL PER PLAN DETAIL, INCLUDING BASE ROCK AND ENGINEERING FABRIC
BID ALTERNATE 1		
1.19	2010-1.08-J	<u>MODIFIED SUBBASE - 6"</u> A. REFER TO SUDAS 2010.
1.20	7030-1.08-C	<u>SHARED USE PATH, PCC 5"</u> A. REFER TO SUDAS 7030. ITEM INCLUDES ALL MATERIAL, LABOR AND EQUIPMENT TO INSTALL TRUE TO GRADE AND COMPLY WITH ADA REQUIREMENTS AS SHOWN IN THE DETAILS PROVIDED, INCLUDING LAYOUT AND ORIENTATION OF LANDINGS TO MATCH EXISTING PAVEMENT
1.21	7030-1.08-D	<u>SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATHS</u> A. REFER TO SUDAS 7030. ITEM INCLUDES ALL MATERIAL, LABOR AND WATER REQUIRED TO BRING SUBRAGE MOISTURE CONTENT TO WITHIN REQUIRED LIMITS.
1.22	7030-1.08-G	<u>DETECTABLE WARNING</u> A. REFER TO SUDAS 7030 B. ITEM SHALL BE YELLOW IN COLOR PER CITY STANDARD
1.23	11050-1.08-A	<u>CONCRETE WASHOUT</u> A. REFER TO SUDAS 11050.
1.24	11010-1.08-A	<u>CONSTRUCTION SURVEY</u> A. REFER TO SUDAS 11010.
1.25	SPECIAL	<u>BENCHES</u> A. ITEM INCLUDES FURNISHING AND INSTALLING BENCHES AS SHOWN IN PLANS. B. BENCHES ARE TO BE MANUFACTURED BY "DU-MOR" MODEL #493, OR APPROVED EQUAL
1.26	SPECIAL	<u>KIOSK</u> A. ITEM INCLUDES FURNISHING AND INSTALLING KIOSK AS SHOWN IN PLANS. B. KIOSK IS TO BE MANUFACTURED BY "POLIGON INDUSTRIES" MODEL #S41 (SSG 8X9 DOUBLE SIDED DISPLAY CASE), OR APPROVED EQUAL
1.27	SPECIAL	<u>DOG WASTE STATION</u> A. ITEM IS PAID PER EACH COMPLETE UNIT INSTALLED AND INCLUDES ALL MATERIAL AND LABOR, INCLUDING SIGN, BAG DISPENSER, AND POST WITH BASE B. MATERIAL SPEC SHEETS FOR EACH PART SHALL BE SUBMITTED FOR APPROVAL BY ENGINEER / CITY PRIOR TO PROCUREMENT
1.28	2010-1.08-D3	<u>OFF-SITE TOPSOIL, 6" DEPTH (REDUCE QUANTITY IN BASE BID)</u> A. THE ITEM IN THE BASE BID SHOULD BE REDUCED IF THE ALTERNATE IS SELECTED, TO ADJUST FOR PCC TRAIL VOLUME
1.29	11020-1.08-A	<u>MOBILIZATION</u> A. REFER TO SUDAS 11020.

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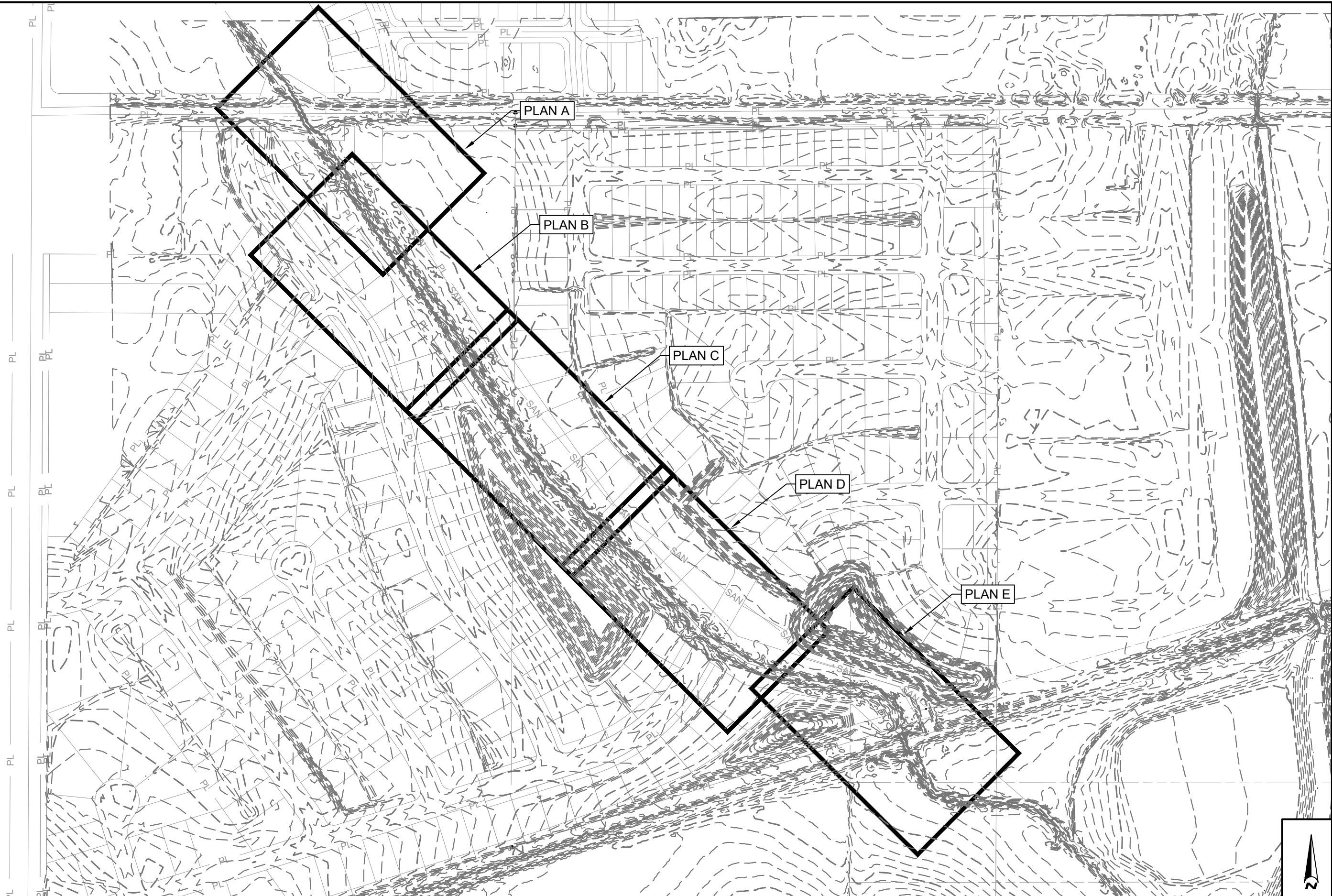


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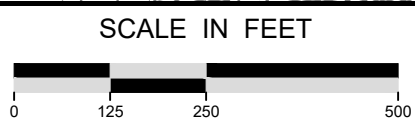


DITCH TWO RESTORATION CITY OF BONDURANT, POLK COUNTY, IOWA		ESTIMATE REFERENCE NOTES
		SHEET 06 OF 36 SHEETS Page 221 of 268
STATE PROJECT NO. ---	CITY PROJECT NO. ###	

Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\1429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_X-Base2, 1429-06_GRADING2, PE-Overmap_Aerial-A



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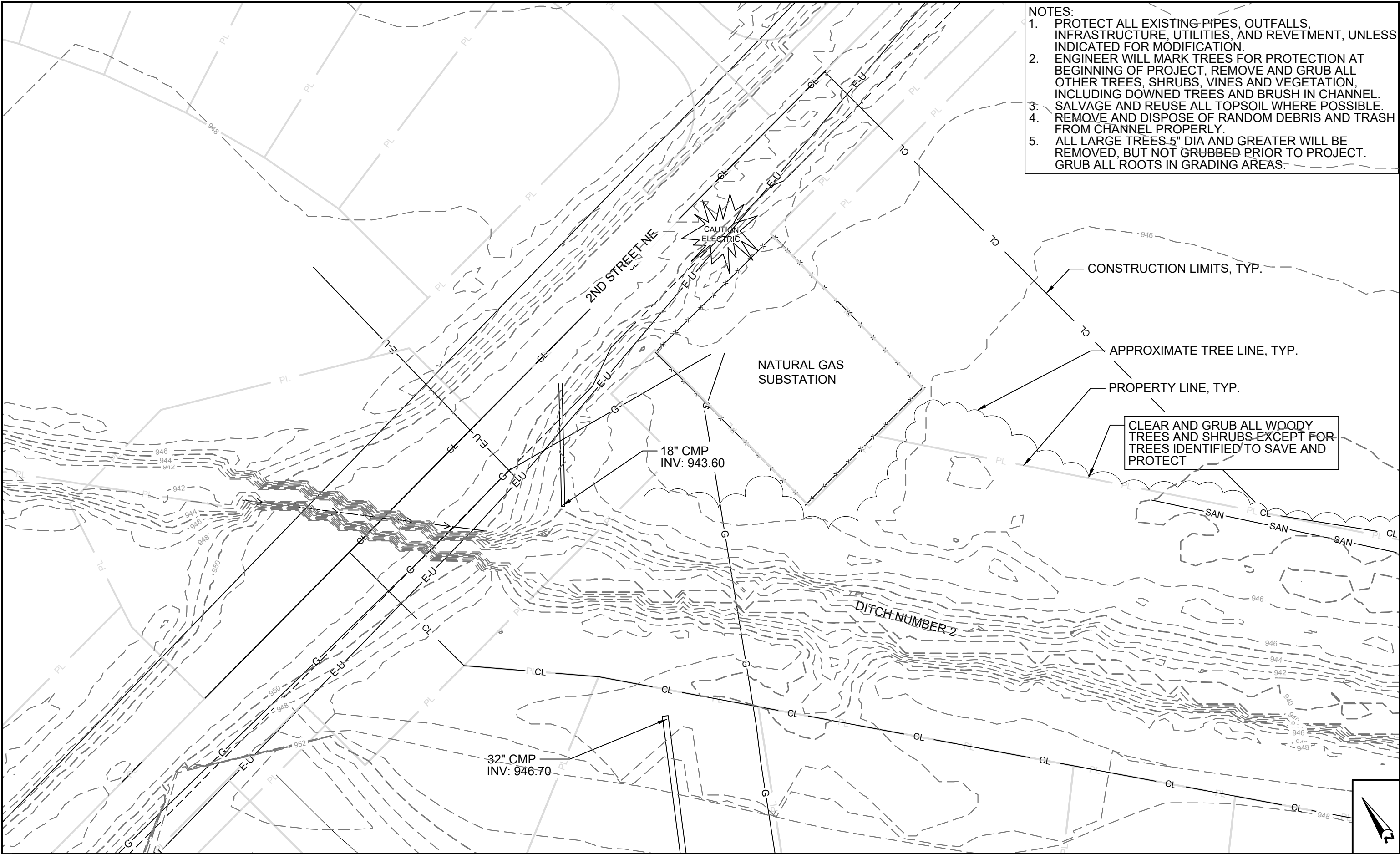
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OVERVIEW PLAN
SHEET 07 OF 36 SHEETS

- NOTES:
1. PROTECT ALL EXISTING PIPES, OUTFALLS, INFRASTRUCTURE, UTILITIES, AND RETENEMENT, UNLESS INDICATED FOR MODIFICATION.
 2. ENGINEER WILL MARK TREES FOR PROTECTION AT BEGINNING OF PROJECT, REMOVE AND GRUB ALL OTHER TREES, SHRUBS, VINES AND VEGETATION, INCLUDING DOWNED TREES AND BRUSH IN CHANNEL.
 3. SALVAGE AND REUSE ALL TOPSOIL WHERE POSSIBLE.
 4. REMOVE AND DISPOSE OF RANDOM DEBRIS AND TRASH FROM CHANNEL PROPERLY.
 5. ALL LARGE TREES 5" DIA AND GREATER WILL BE REMOVED, BUT NOT GRUBBED PRIOR TO PROJECT. GRUB ALL ROOTS IN GRADING AREAS.



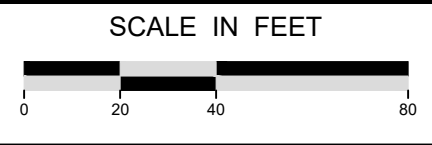
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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
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Life Connecting

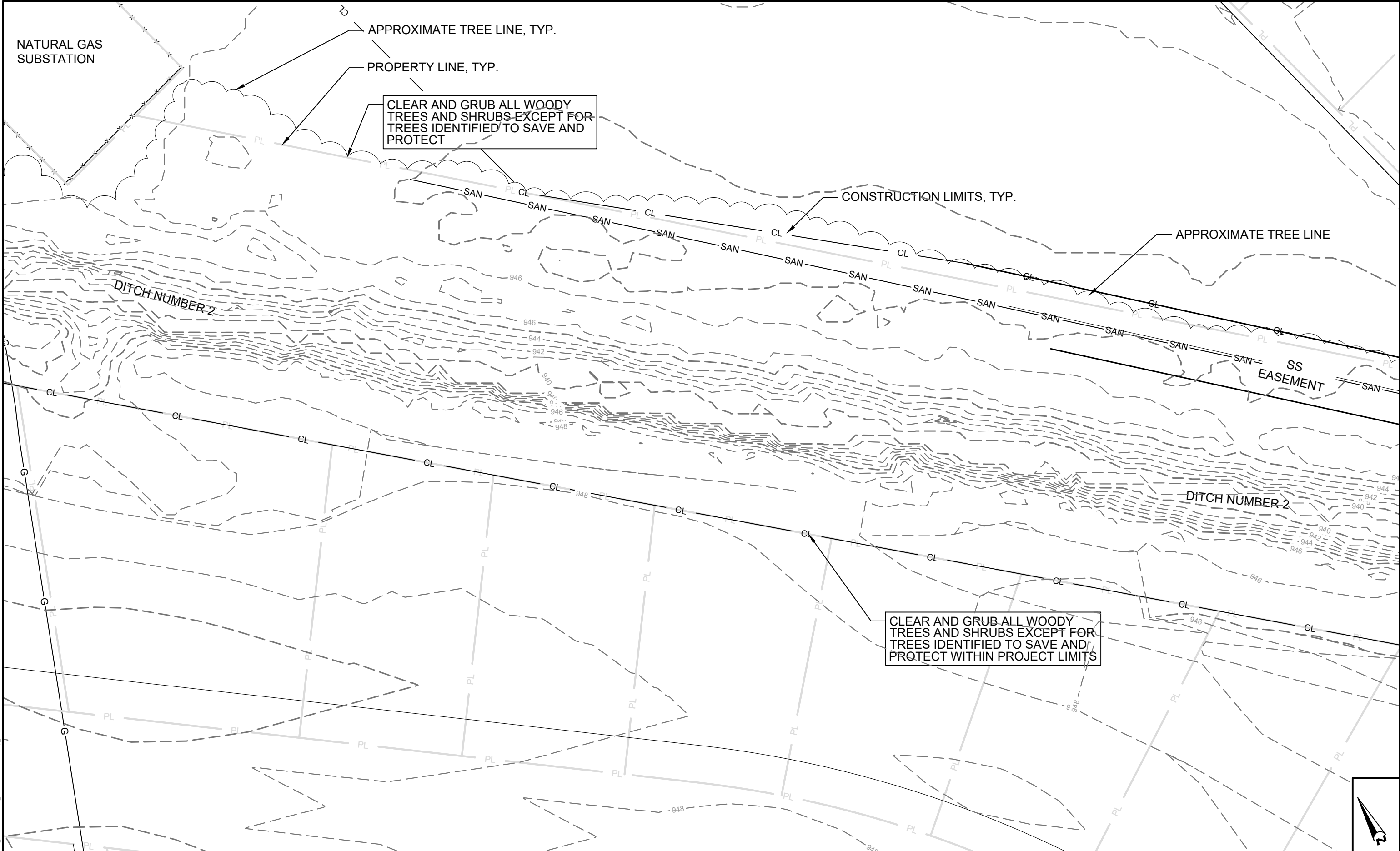
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EXISTING CONDITIONS &
REMOVALS PLAN (A)

SHEET 08 OF 36 SHEETS

Plot Date: 02/10/2022
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Xrefs: 1429-06_P-Base2, 1429-06_GRADING2, 1429-06_PE-Overmap_Aeron-A



Proj Date: 02/10/2022
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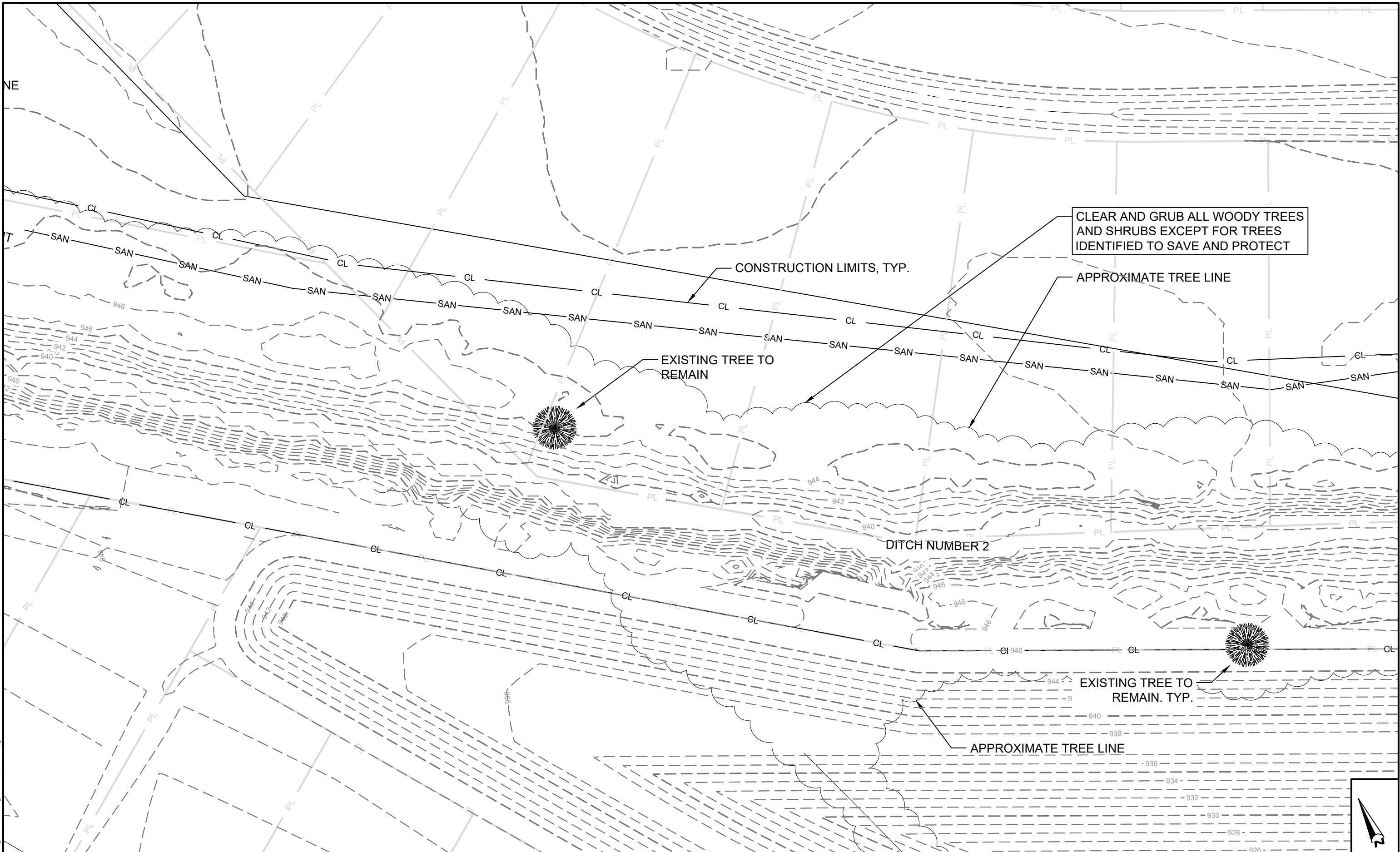
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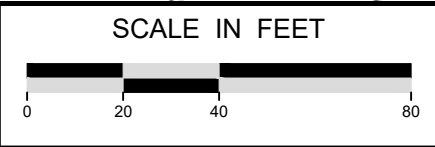
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STATE PROJECT NO. ---	CITY PROJECT NO. ###

EXISTING CONDITIONS & REMOVALS PLAN (B)
SHEET 09 OF 36 SHEETS

Plot Date: 02/10/2022
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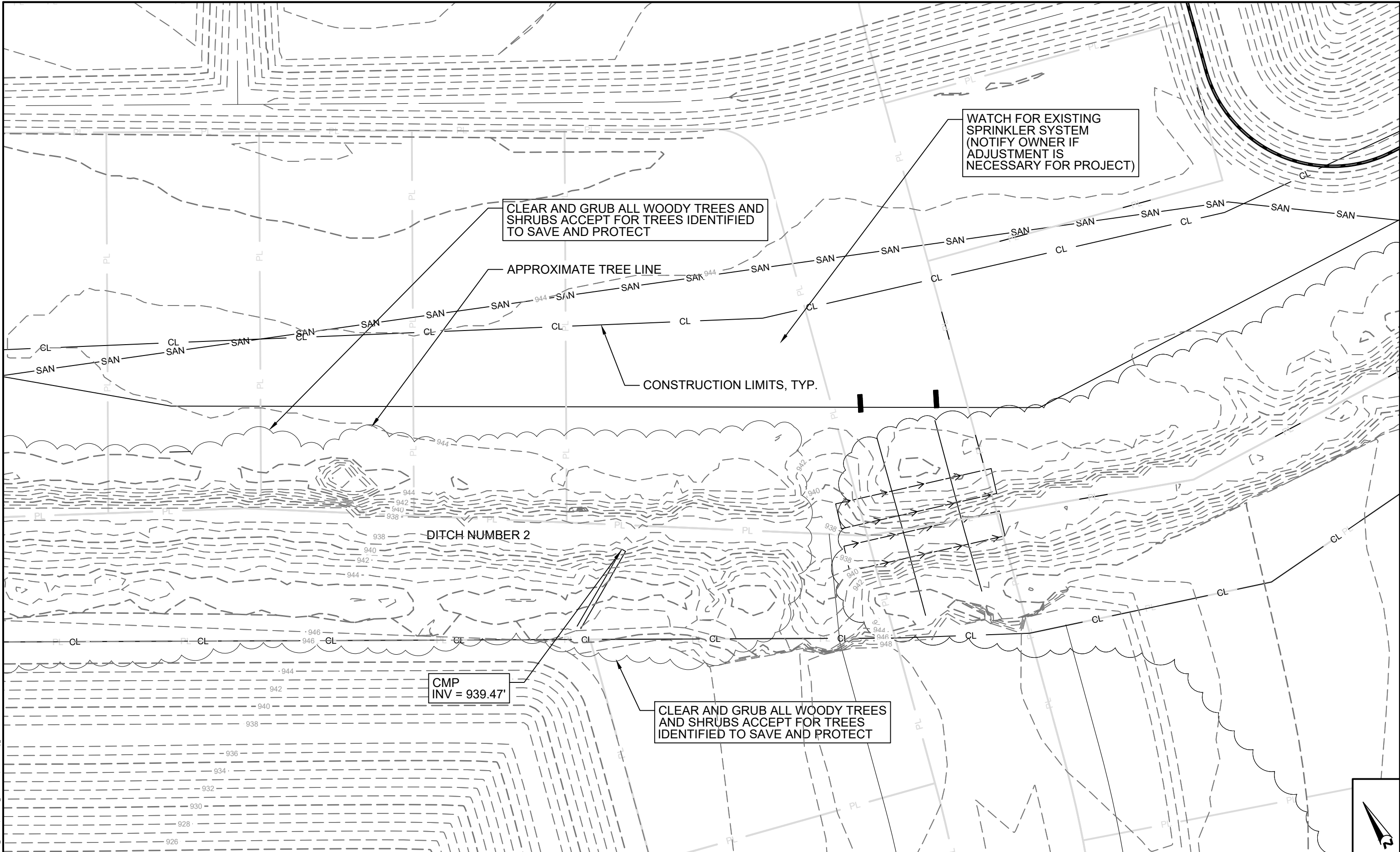
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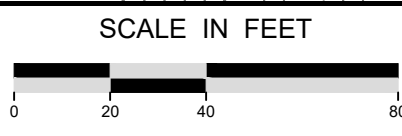
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EXISTING CONDITIONS &
REMOVALS PLAN (C)
SHEET 10 OF 36 SHEETS



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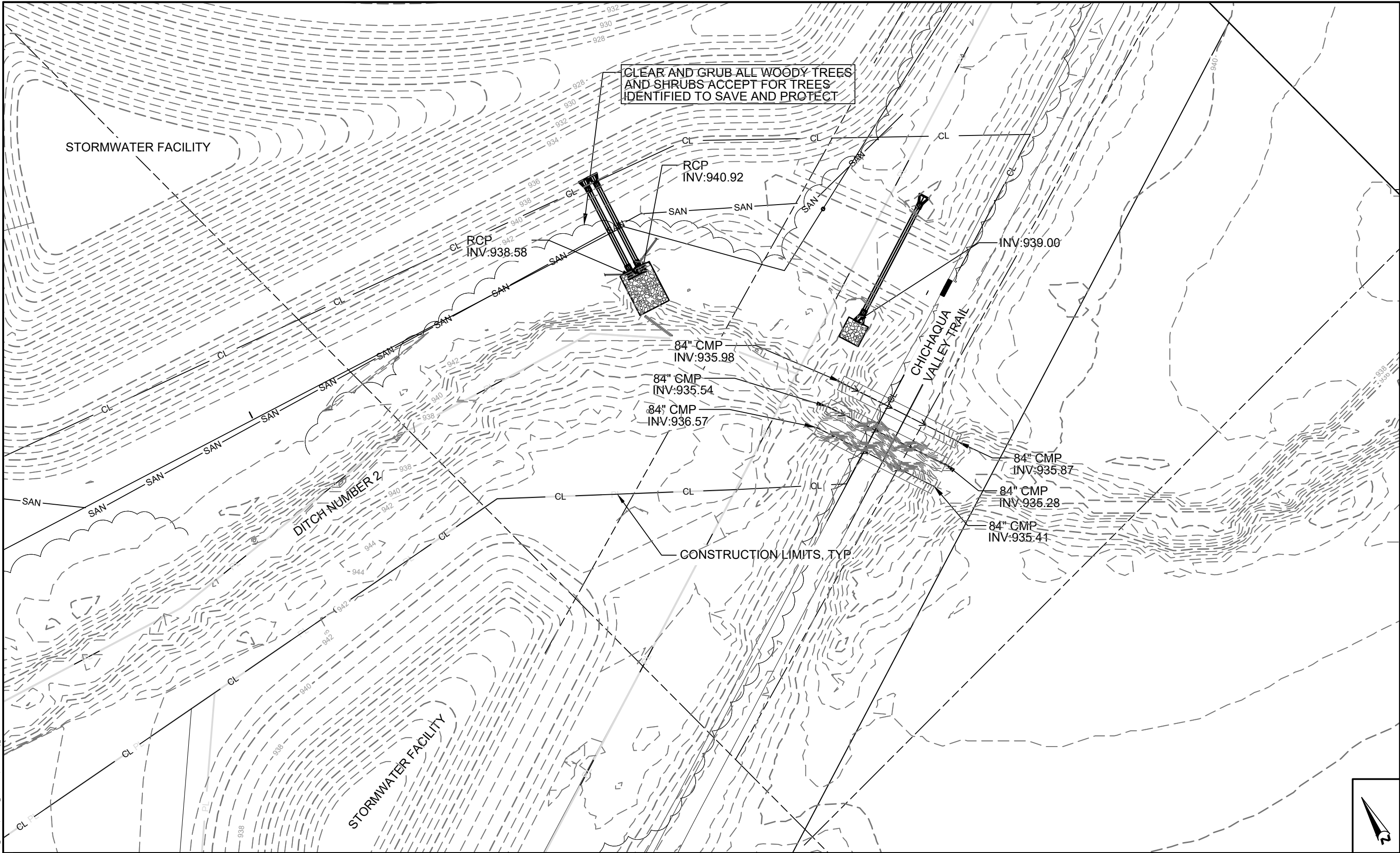
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EXISTING CONDITIONS & REMOVALS PLAN (D)
SHEET 11 OF 36 SHEETS



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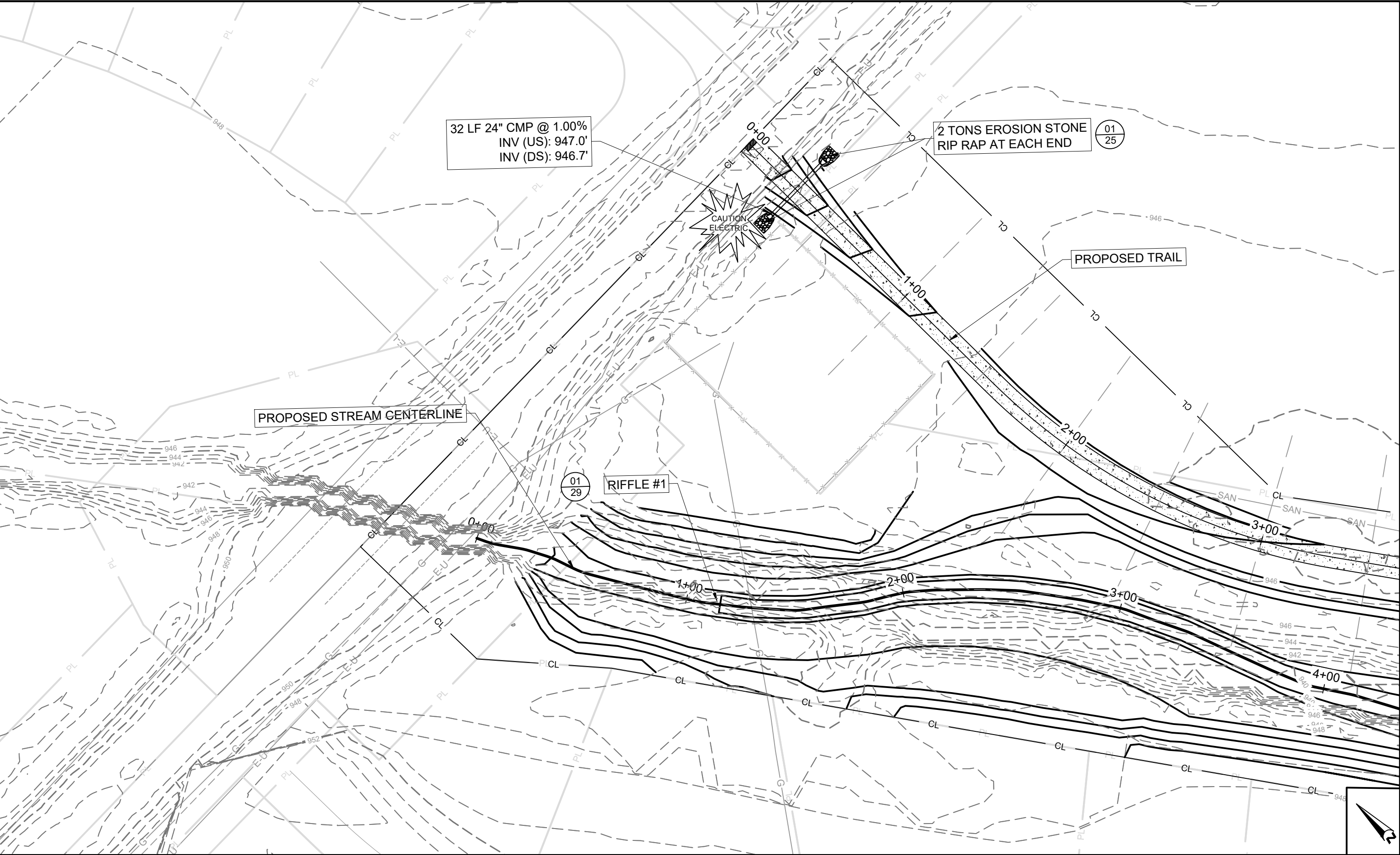
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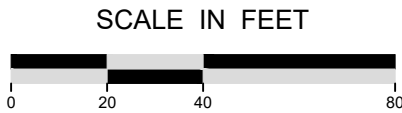
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EXISTING CONDITIONS & REMOVALS PLAN (E)
SHEET 12 OF 36 SHEETS



Plot Date: 02/10/2022
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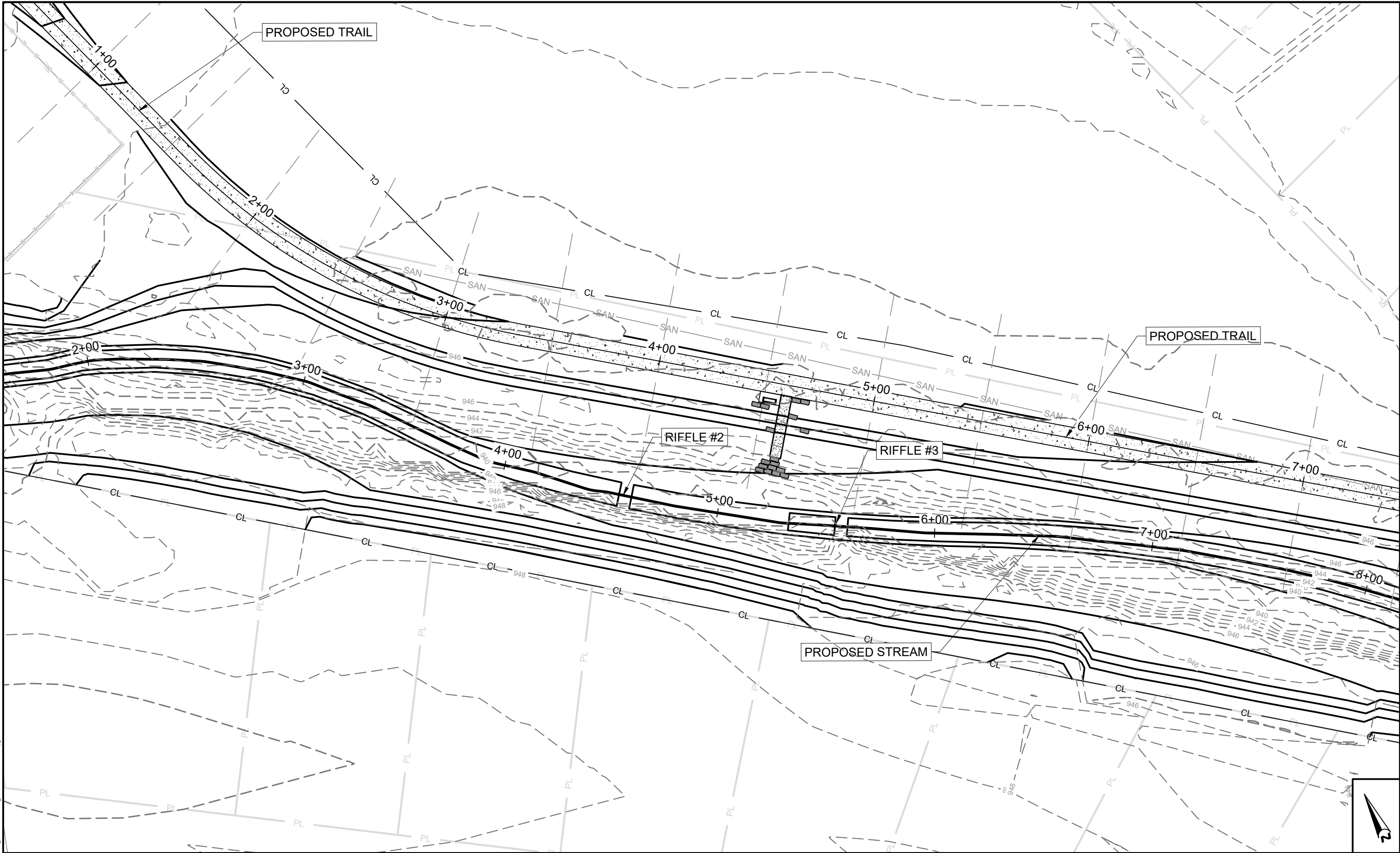
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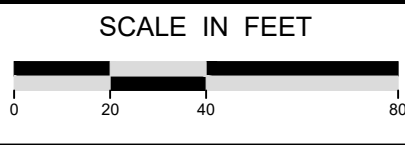
GRADING PLAN (A)

SHEET 13 OF 36 SHEETS



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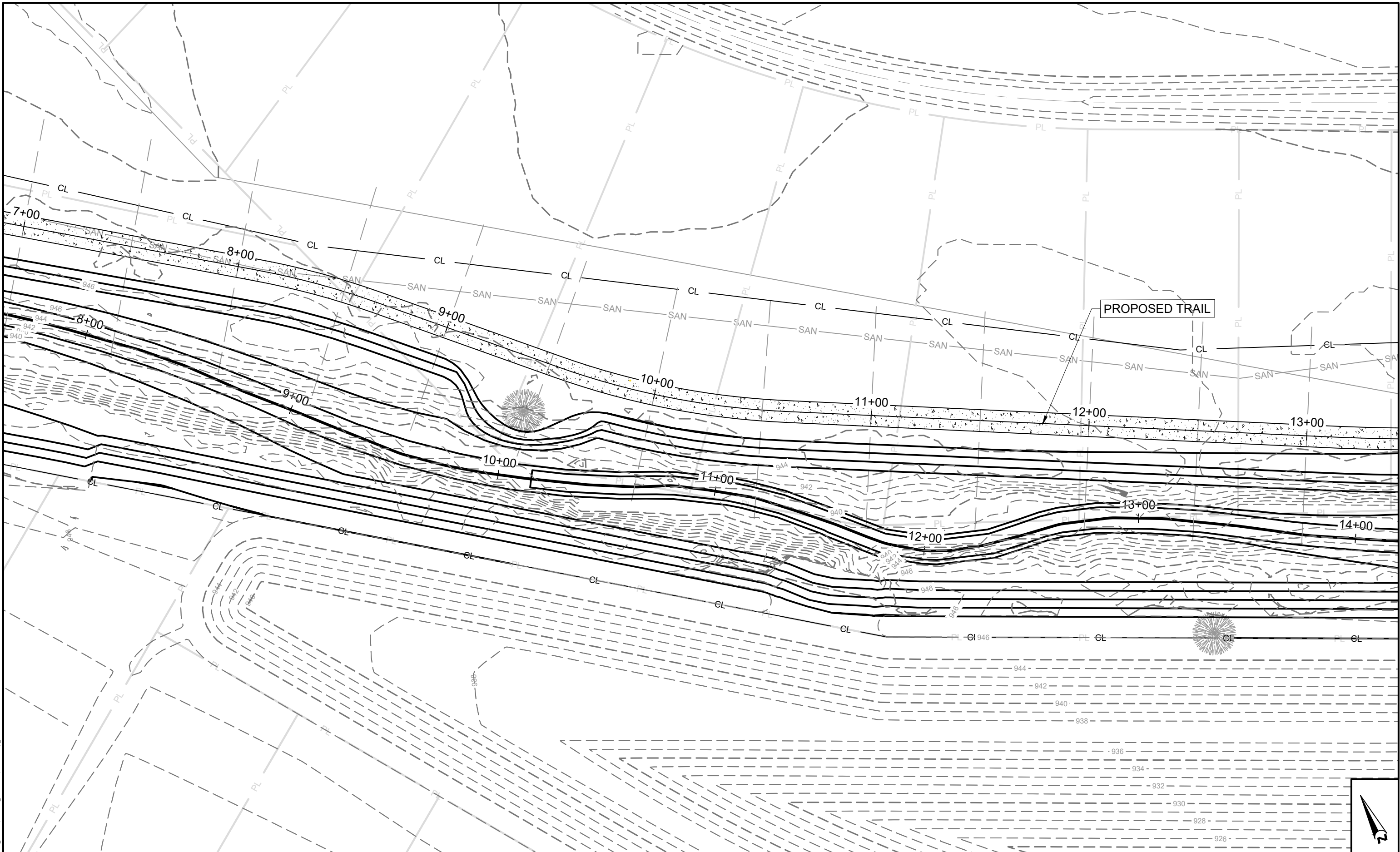
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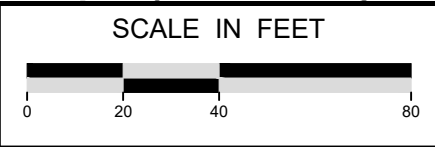
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GRADING PLAN (B)	
SHEET 14 OF 36 SHEETS	

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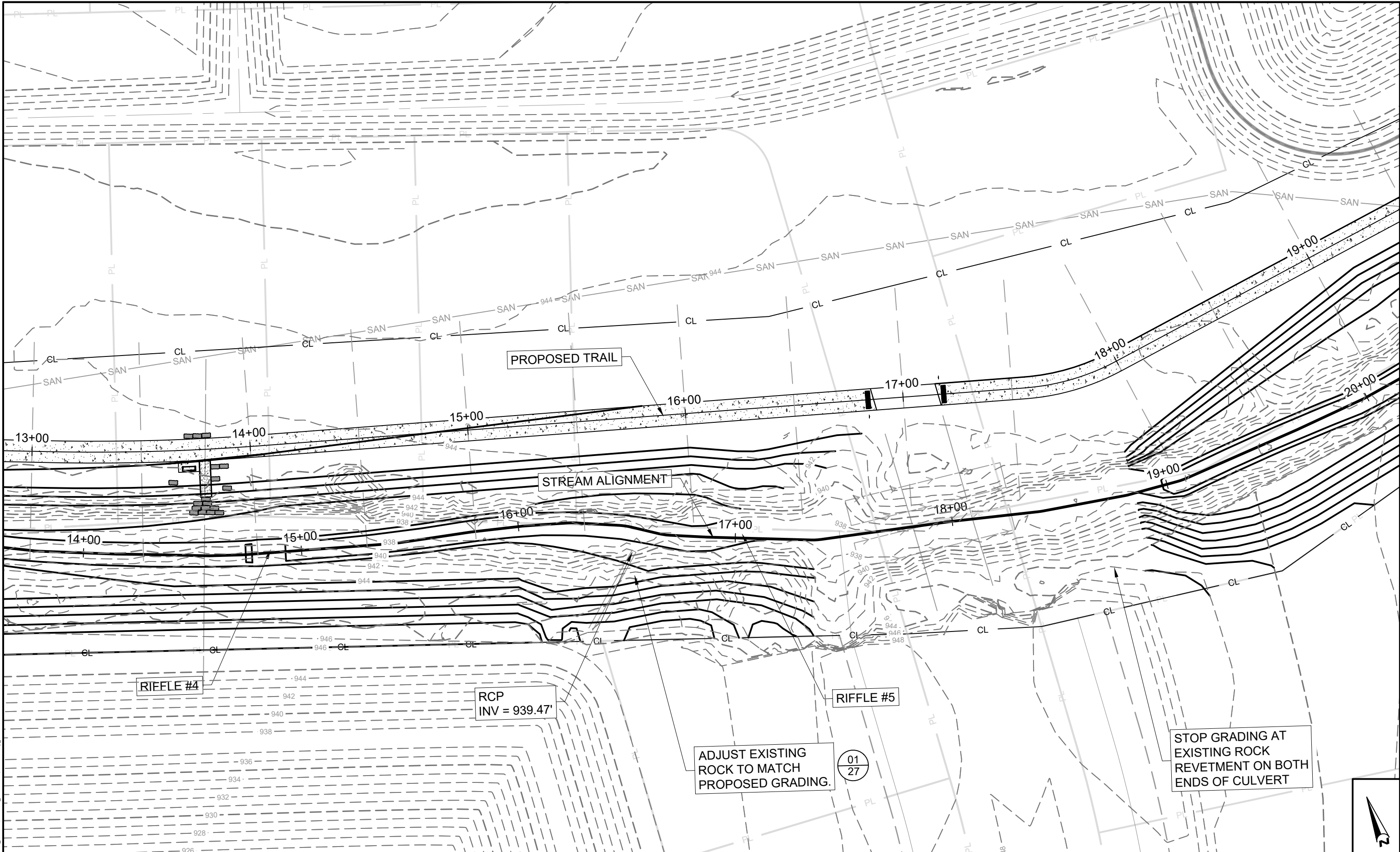


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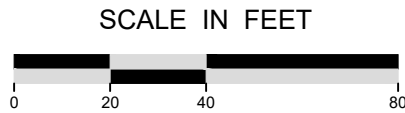
GRADING PLAN (C)

SHEET 15 OF 36 SHEETS



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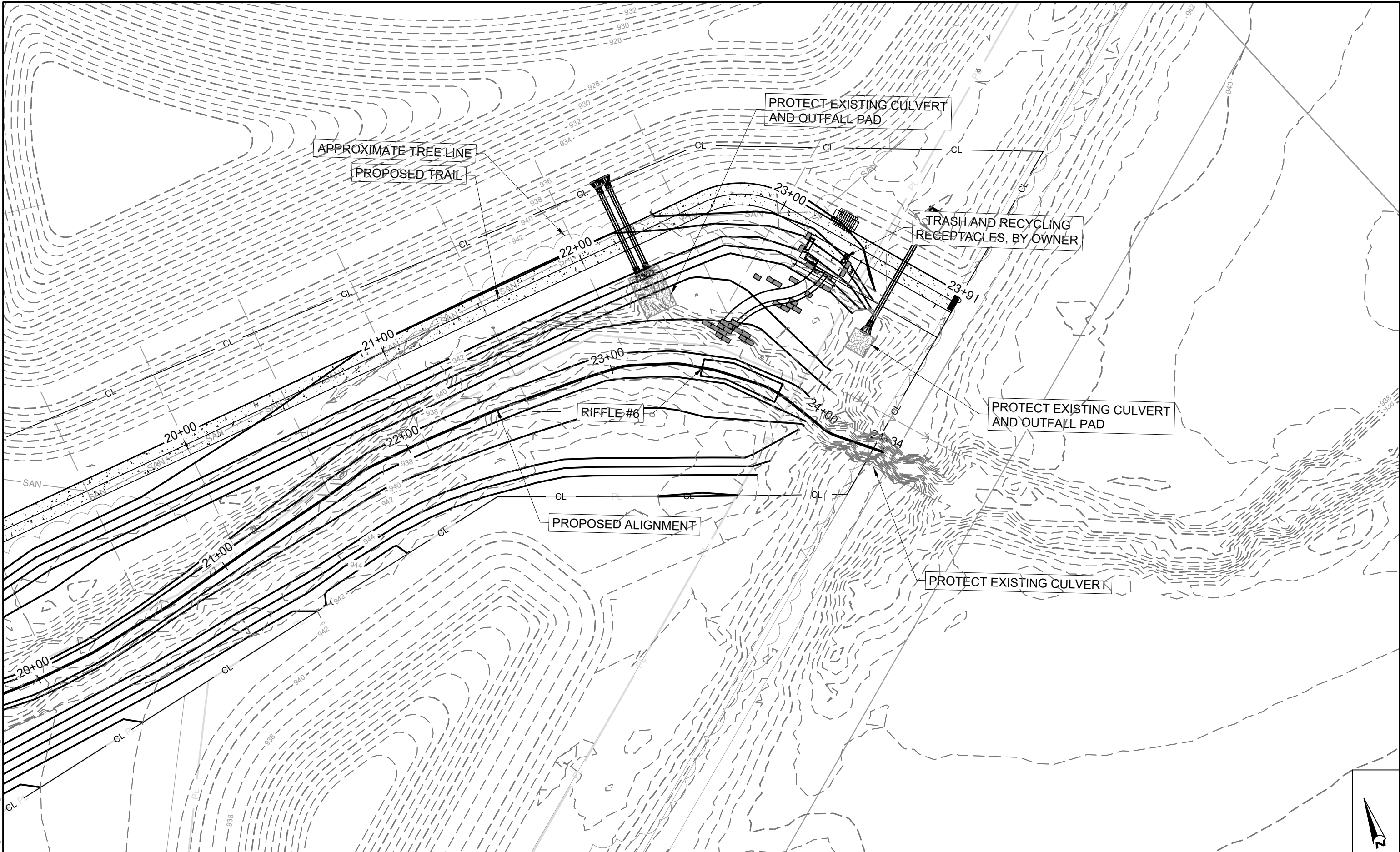
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GRADING PLAN (D)
SHEET 16 OF 36 SHEETS



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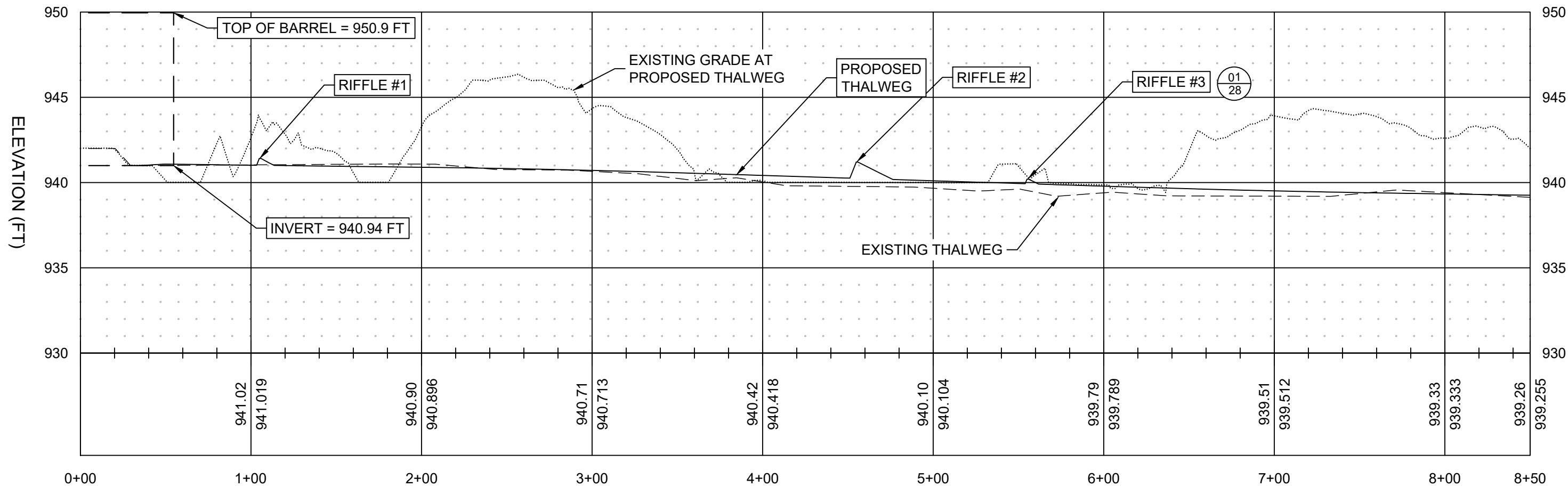
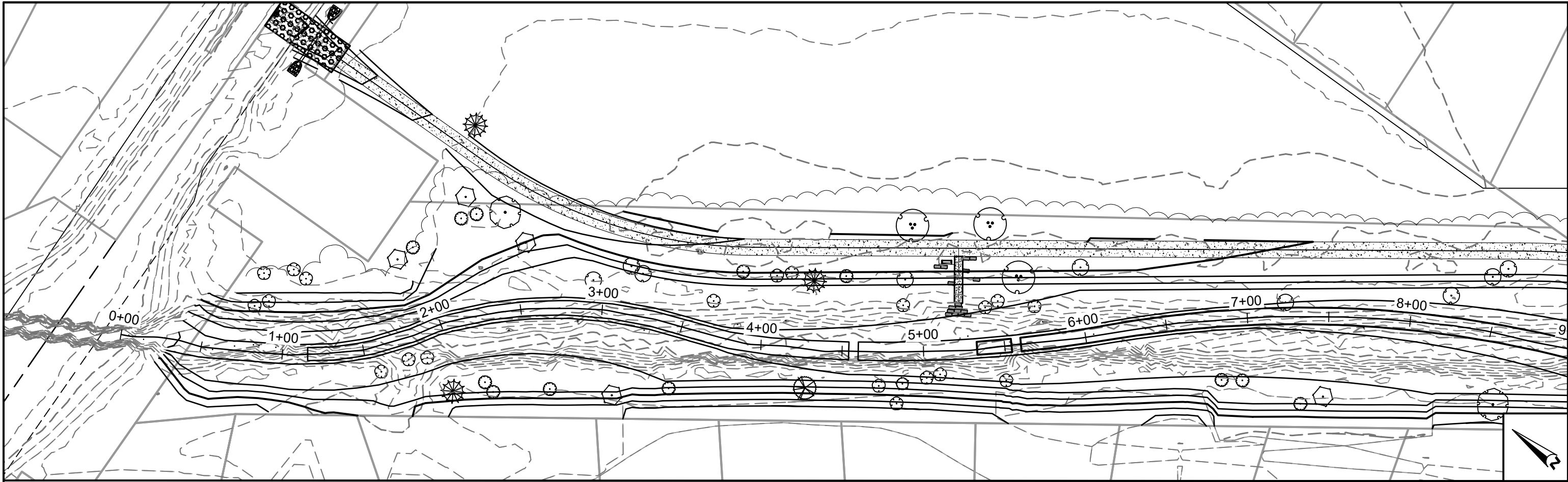


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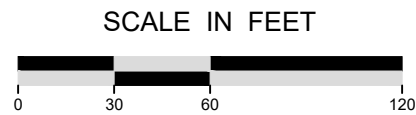
GRADING PLAN (E)

SHEET 17 OF 36 SHEETS



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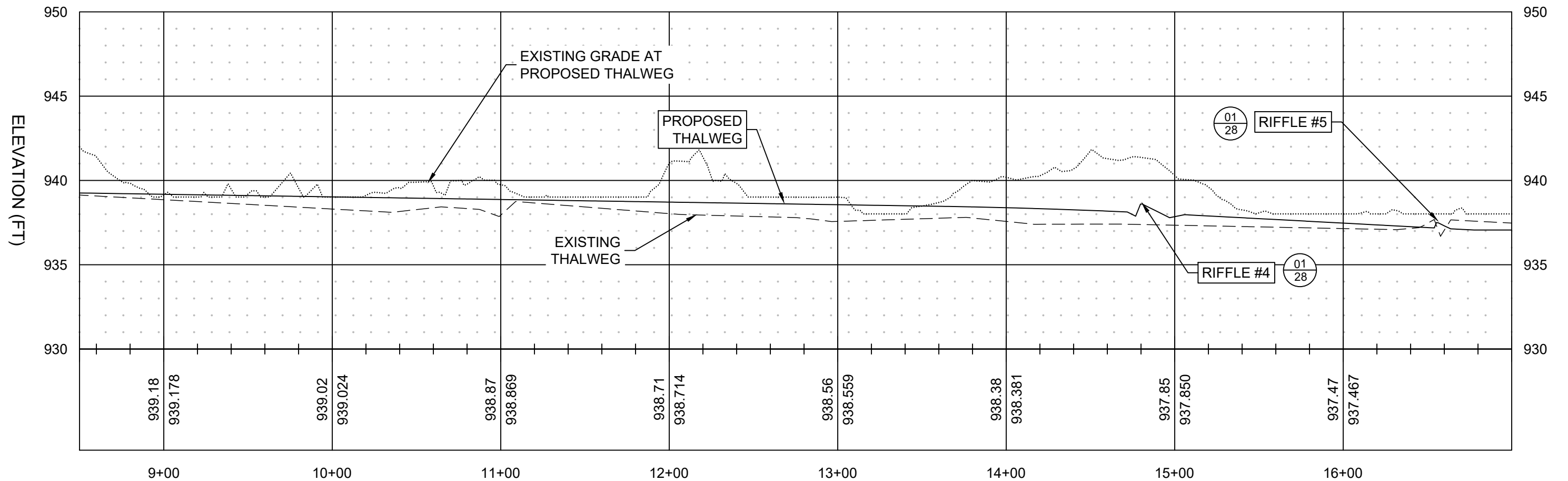
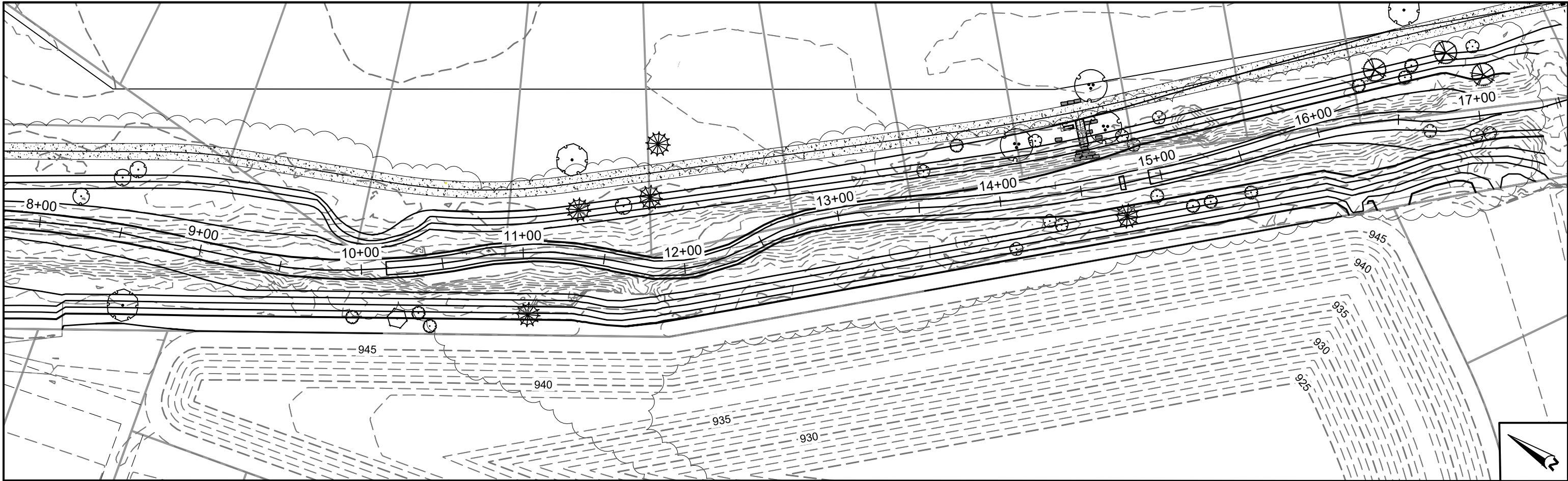


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PLAN AND PROFILE (A)

SHEET 18 OF 36 SHEETS



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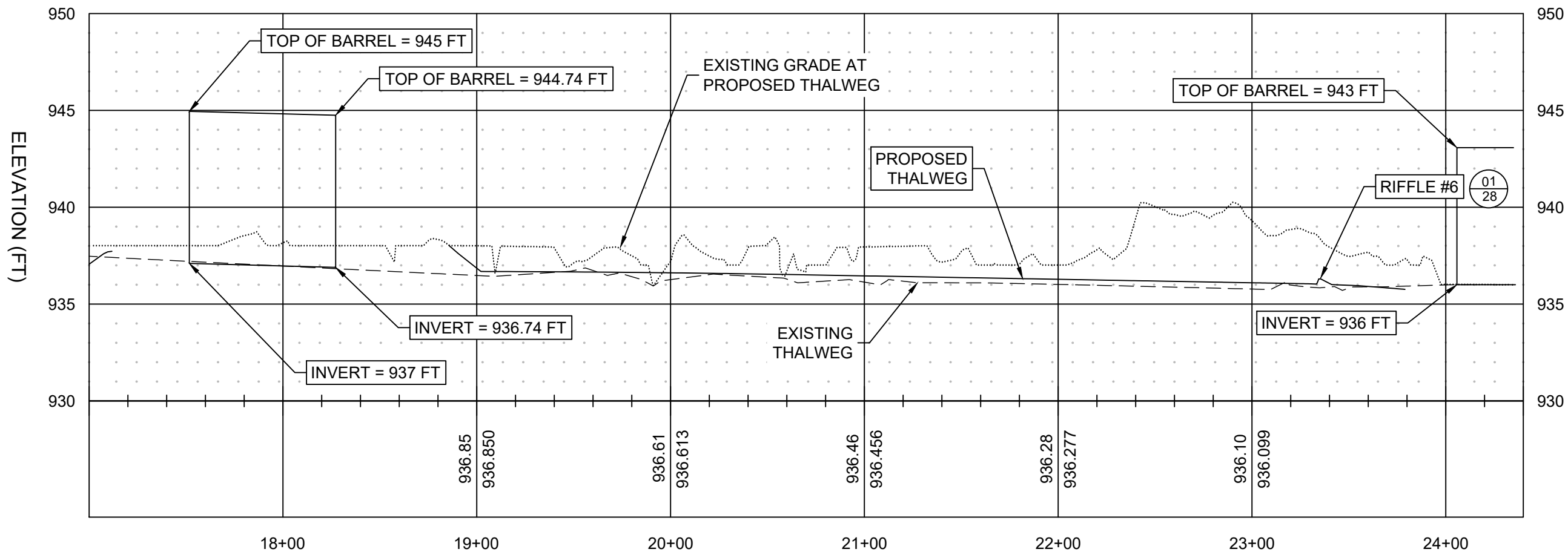
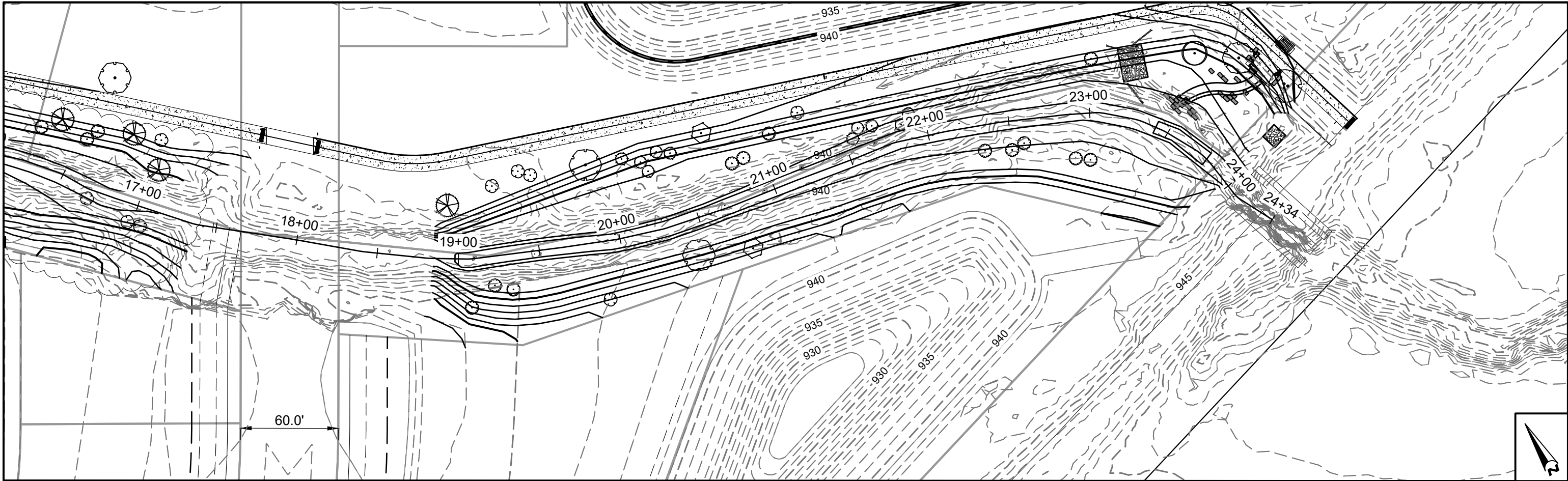
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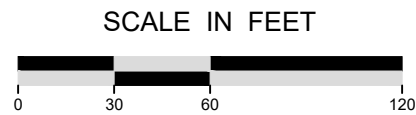
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PLAN AND PROFILE (B)	
SHEET 19 OF 36 SHEETS	



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PLAN AND PROFILE (C)

SHEET 20 OF 36 SHEETS

CONSTRUCTION ENTRANCE MUST BE RESTORED
WITH TEMP SEED AND BFM (TYP.)

CAUTION
ELECTRIC

EROSION CONTROL SOCK (TYP.)

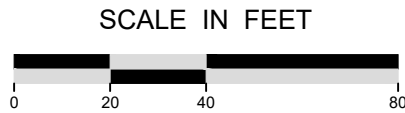
- NOTES:
1. SEED ALL DISTURBED AREAS OUTSIDE OF THE STREAM CHANNEL WITH URBAN TEMPORARY EROSION CONTROL MIX AND BFM HYDROMULCH.
 2. SOIL AND MATERIALS MAY BE STOCKPILED IN DESIGNATED AREAS BY CITY STAFF. STABILIZE STOCKPILES WITH TARPS AND/OR WATTLES TO PREVENT THE MIGRATION OF MATERIALS AND FINES.
 3. IN THE INSTANCE THAT BID ALTERNATE 1 IS REJECTED, FINISH GRADE ALL OF WORK AREA TO FINAL TOPSOIL GRADE AND SEED TO LAWN.
 4. EROSION SOCK TO BE PLACED AT TOE OF UPPER SLOPE CONTINUOUSLY. PLACE SHORT RUNS OF EROSION SOCK AT TOP OF SLOPE ONLY WHERE CONCENTRATED FLOW IS LIKELY (500 LF INCLUDED FOR TOP OF SLOPE WHERE NEEDED)



EROSION CONTROL

Plot Date: 02/10/2022
Drawing Name: X:\Clients_Municipal\1429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-BASE2, 1429-06_GRADING2, 1429-06_X-BASE2, 1429-06_PE-OWNRUP_Aeron-A

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	

EOR Emmons & Olivier
Resources, Inc.
1919 University Ave W
St Paul, MN 55104
ecology Tele: 651.770.8448
community www.eorinc.com



DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

STATE PROJECT NO. --- CITY PROJECT NO. ###

EROSION CONTROL PLAN (A)

SHEET 21 OF 36 SHEETS

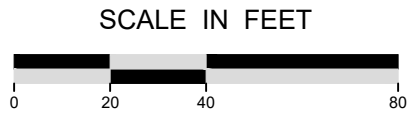
- NOTES:
1. SEED ALL DISTURBED AREAS OUTSIDE OF THE STREAM CHANNEL WITH URBAN TEMPORARY EROSION CONTROL MIX AND BFM HYDROMULCH.
 2. SOIL AND MATERIALS MAY BE STOCKPILED IN DESIGNATED AREAS BY CITY STAFF. STABILIZE STOCKPILES WITH TARPS AND/OR WATTLES TO PREVENT THE MIGRATION OF MATERIALS AND FINES.
 3. IN THE INSTANCE THAT BID ALTERNATE 1 IS REJECTED, FINISH GRADE ALL OF WORK AREA TO FINAL TOPSOIL GRADE AND SEED TO LAWN.
 4. EROSION SOCK TO BE PLACED AT TOE OF UPPER SLOPE CONTINUOUSLY. PLACE SHORT RUNS OF EROSION SOCK AT TOP OF SLOPE ONLY WHERE CONCENTRATED FLOW IS LIKELY (500 LF INCLUDED FOR TOP OF SLOPE WHERE NEEDED)

EROSION CONTROL SOCK (TYP.)

7" GAS
10" P.U.E.

Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\01429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_GRADING2, 1429-06_PE-Overmap_Aeron-A

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	

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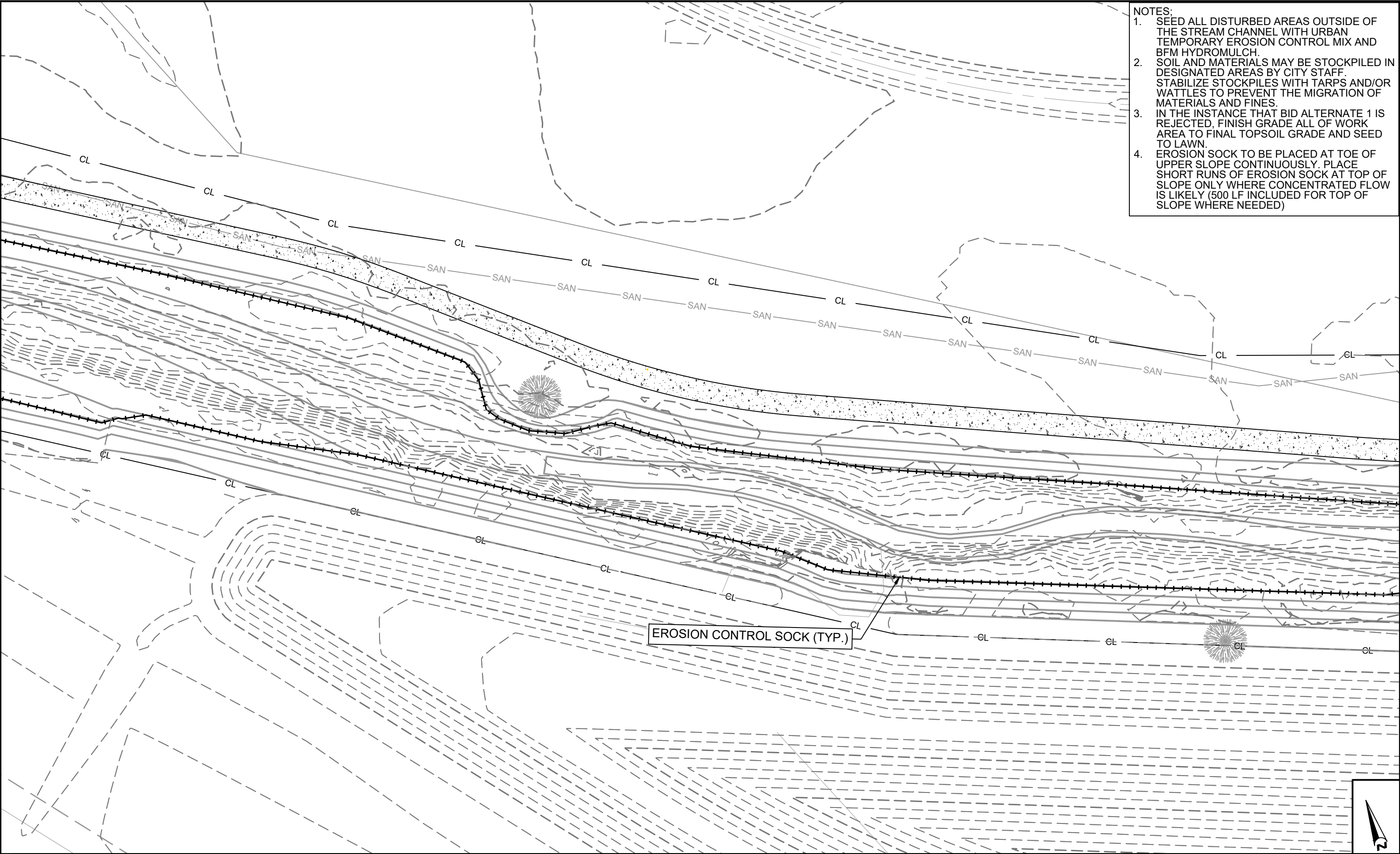
DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

STATE PROJECT NO. --- | CITY PROJECT NO. ###

EROSION CONTROL PLAN (B)

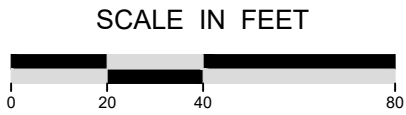
SHEET 22 OF 36 SHEETS

- NOTES:
1. SEED ALL DISTURBED AREAS OUTSIDE OF THE STREAM CHANNEL WITH URBAN TEMPORARY EROSION CONTROL MIX AND BFM HYDROMULCH.
 2. SOIL AND MATERIALS MAY BE STOCKPILED IN DESIGNATED AREAS BY CITY STAFF. STABILIZE STOCKPILES WITH TARPS AND/OR WATTLES TO PREVENT THE MIGRATION OF MATERIALS AND FINES.
 3. IN THE INSTANCE THAT BID ALTERNATE 1 IS REJECTED, FINISH GRADE ALL OF WORK AREA TO FINAL TOPSOIL GRADE AND SEED TO LAWN.
 4. EROSION SOCK TO BE PLACED AT TOE OF UPPER SLOPE CONTINUOUSLY. PLACE SHORT RUNS OF EROSION SOCK AT TOP OF SLOPE ONLY WHERE CONCENTRATED FLOW IS LIKELY (500 LF INCLUDED FOR TOP OF SLOPE WHERE NEEDED)



Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\1429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_GRADING2, 1429-06_X-Base2, 1429-06_PE-Downmap_Accom-A

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



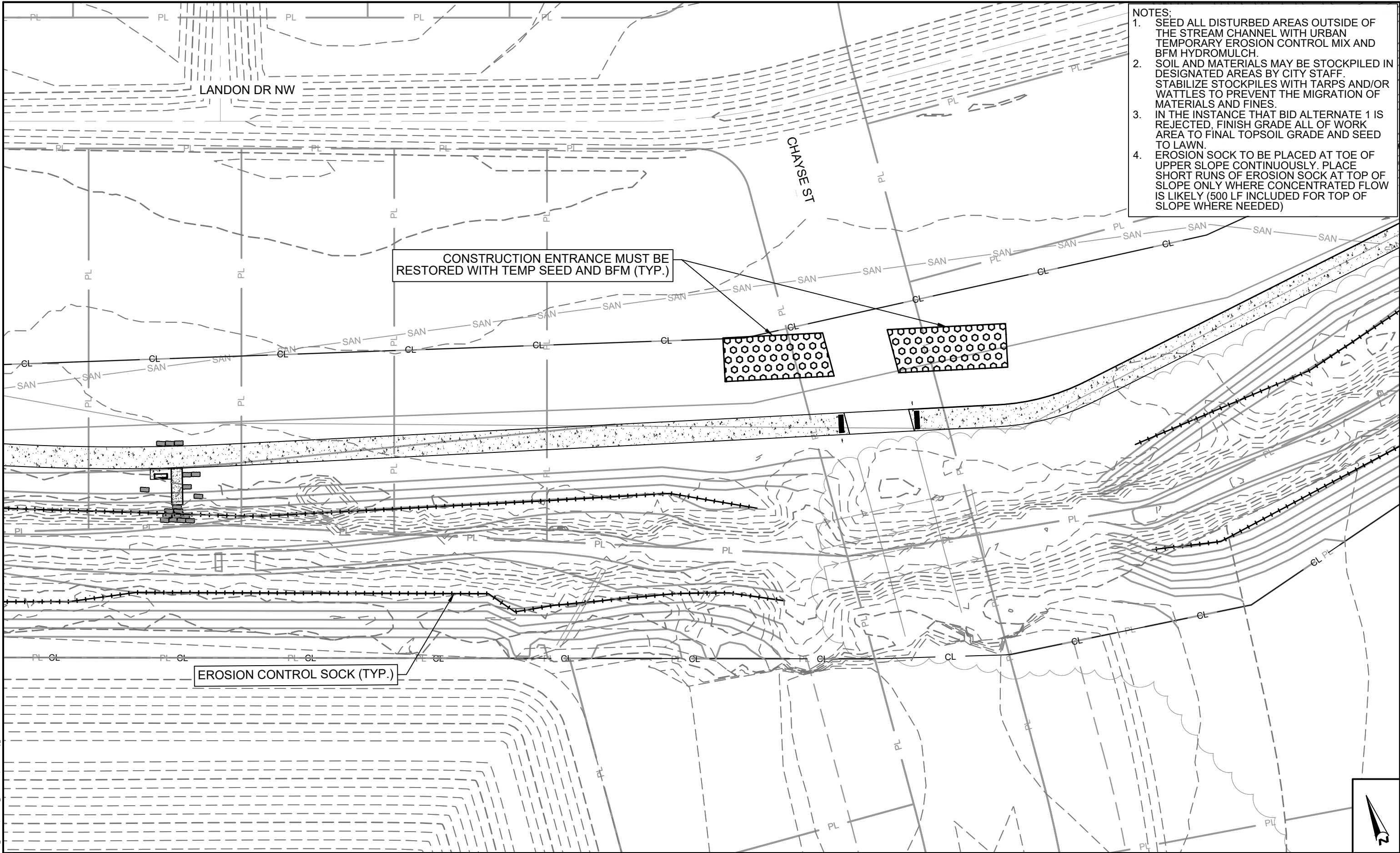
SUBMISSION DATE:	02/10/2022
DESIGN BY	AG
DRAWN BY	BR
EOR PROJECT NO.	1594-0004

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St Paul, MN 55104
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DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA
STATE PROJECT NO. --- CITY PROJECT NO. ###

EROSION CONTROL PLAN (C)
SHEET 23 OF 36 SHEETS



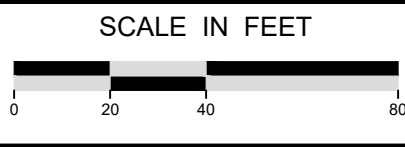
- NOTES:
1. SEED ALL DISTURBED AREAS OUTSIDE OF THE STREAM CHANNEL WITH URBAN TEMPORARY EROSION CONTROL MIX AND BFM HYDROMULCH.
 2. SOIL AND MATERIALS MAY BE STOCKPILED IN DESIGNATED AREAS BY CITY STAFF. STABILIZE STOCKPILES WITH TARPS AND/OR WATTLES TO PREVENT THE MIGRATION OF MATERIALS AND FINES.
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CONSTRUCTION ENTRANCE MUST BE RESTORED WITH TEMP SEED AND BFM (TYP.)

EROSION CONTROL SOCK (TYP.)

Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\01429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_X-Base2, 1429-06_GRADING2, 1429-06_PE-Drainage_Aerona-IA

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE:	02/10/2022
DESIGN BY	AG
DRAWN BY	BR
EOR PROJECT NO.	1594-0004

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ecology Tele: 651.770.8448
community www.eorinc.com



DITCH TWO RESTORATION CITY OF BONDURANT, POLK COUNTY, IOWA
STATE PROJECT NO. ---
CITY PROJECT NO. ###

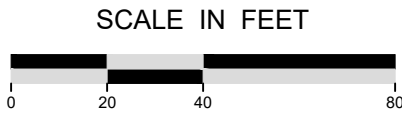
EROSION CONTROL PLAN (D)
SHEET 24 OF 36 SHEETS



- NOTES:
1. SEED ALL DISTURBED AREAS OUTSIDE OF THE STREAM CHANNEL WITH URBAN TEMPORARY EROSION CONTROL MIX AND BFM HYDROMULCH.
 2. SOIL AND MATERIALS MAY BE STOCKPILED IN DESIGNATED AREAS BY CITY STAFF. STABILIZE STOCKPILES WITH TARPS AND/OR WATTLES TO PREVENT THE MIGRATION OF MATERIALS AND FINES.
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Pld Date: 02/10/2022
Drawing name: X:\Clients_Municipal\01429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_GRADING2, 1429-06_PL-Overmap_Aerosol-A

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE:
02/10/2022

DESIGN BY: AG DRAWN BY: BR

EOR PROJECT NO.
1594-0004

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DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

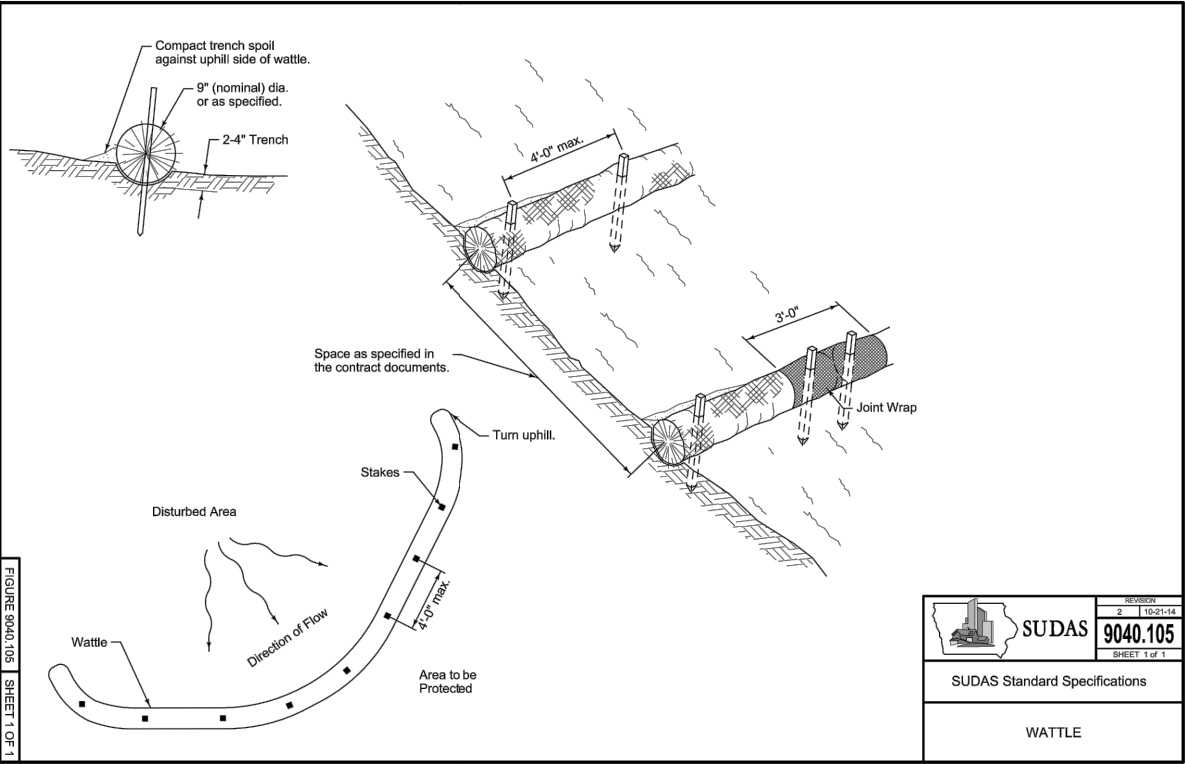
STATE PROJECT NO. --- CITY PROJECT NO. ###

EROSION CONTROL PLAN (E)

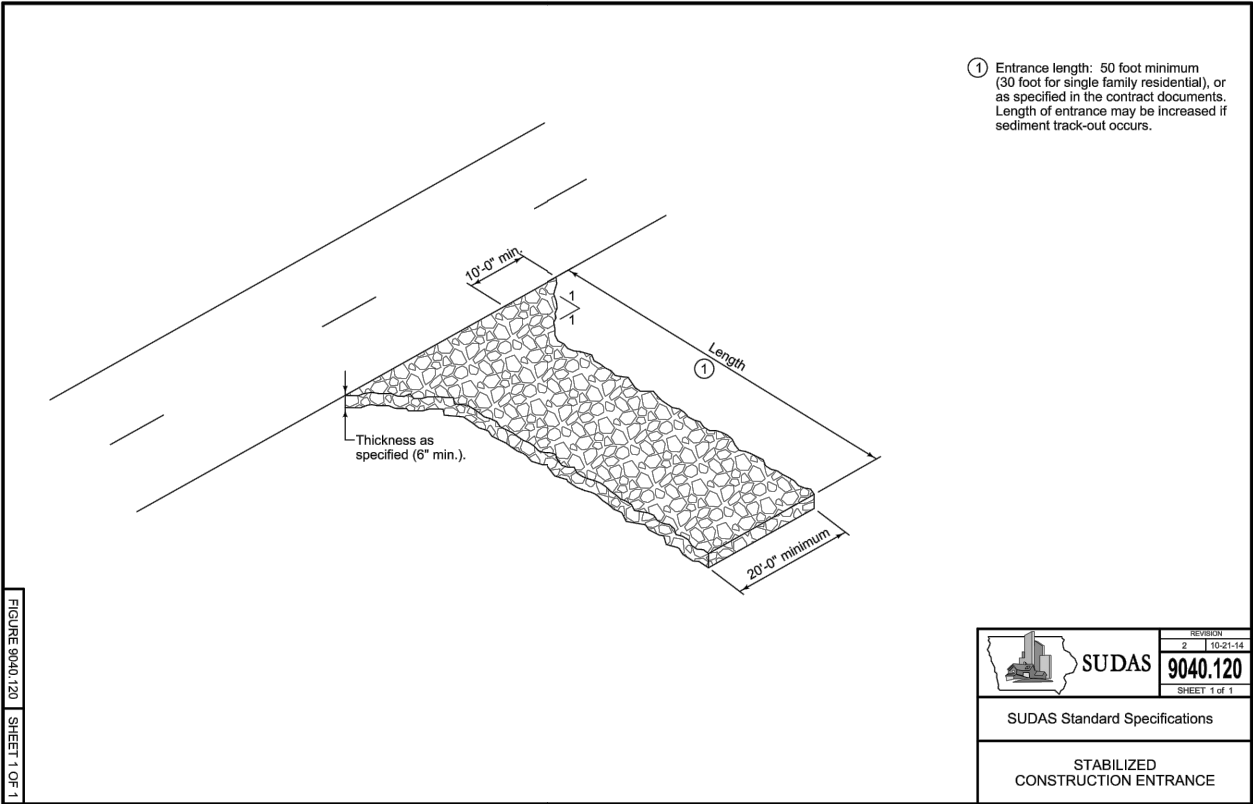
SHEET 25 OF 36 SHEETS

INTENTIONALLY LEFT BLANK

01 BLANK
26 *NOT TO SCALE



01 WATTLE
26 *NOT TO SCALE



01 STABILIZED CONSTRUCTION ENTRANCE
26 *NOT TO SCALE

INTENTIONALLY LEFT BLANK

01 BLANK
26 *NOT TO SCALE

Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\1429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing_Details.dwg
Xref:

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE:	02/10/2022
DESIGN BY	DRAWN BY
AG	BR
EOR PROJECT NO.	1594-0004

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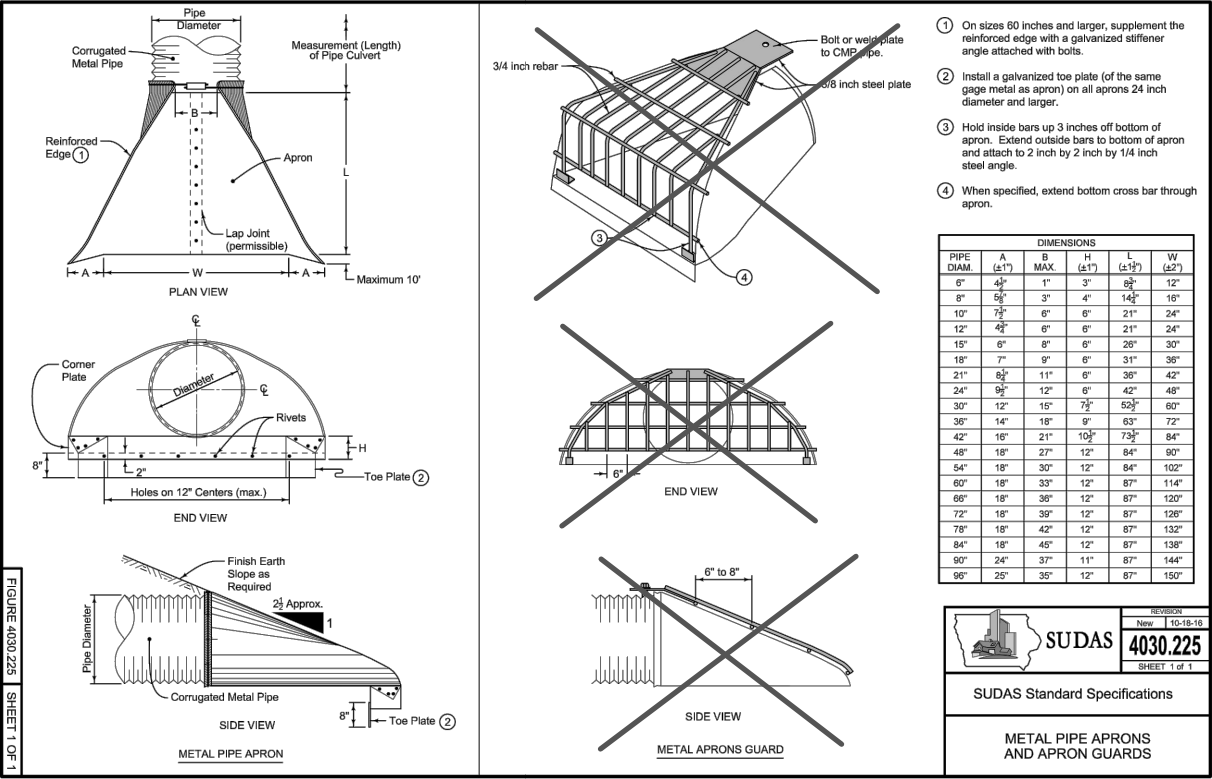
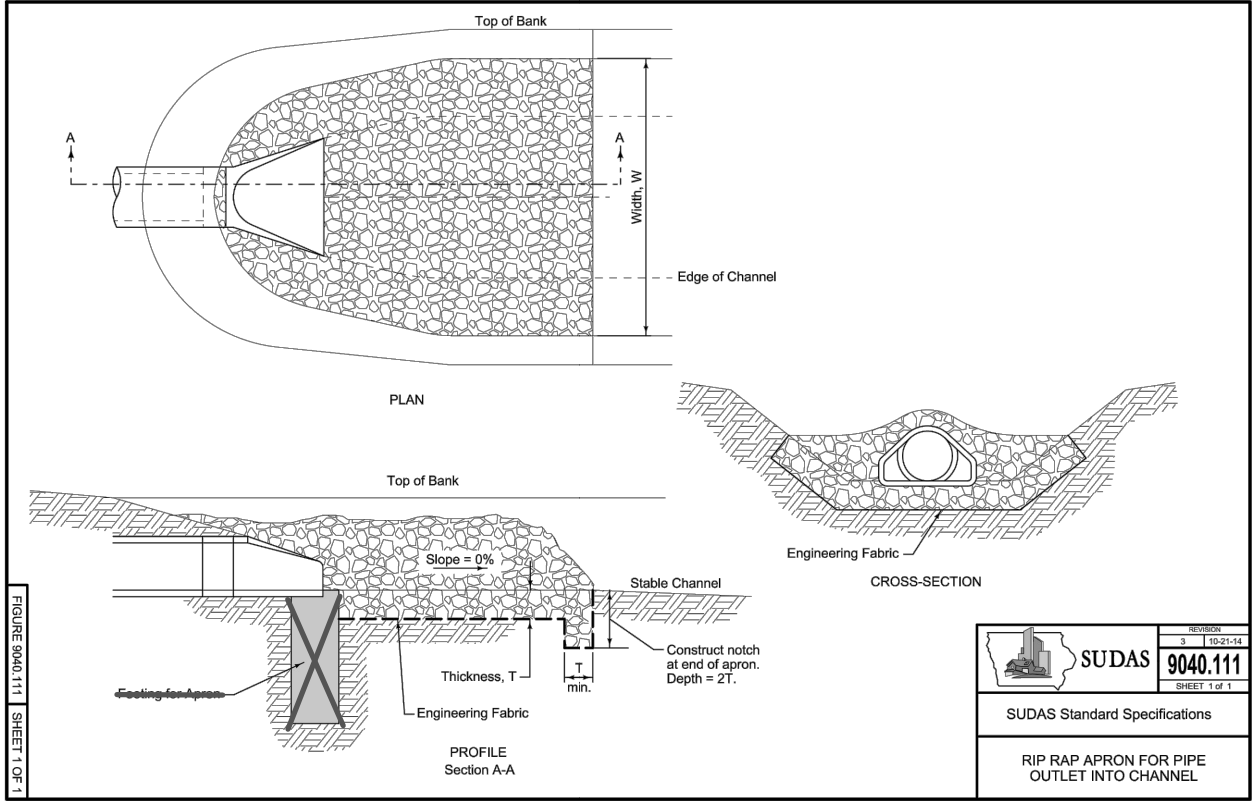


DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

STATE PROJECT NO. --- CITY PROJECT NO. ###

DETAIL SHEET 1

SHEET 26 OF 36 SHEETS



01
27
RIP RAP AT OUTLET
*NOT TO SCALE

02
27
PIPE APRON AT INLET AND OUTLET
*NOT TO SCALE

INTENTIONALLY LEFT BLANK

INTENTIONALLY LEFT BLANK

03
27
BLANK
*NOT TO SCALE

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BLANK
*NOT TO SCALE

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	

EOR Emmons & Olivier
Resources, Inc.
1919 University Ave W
St Paul, MN 55104
w a t e r e c o l o g y T e l : 6 5 1 . 7 7 0 . 8 4 4 8
c o m m u n i t y w w w . e o r i n c . c o m



DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

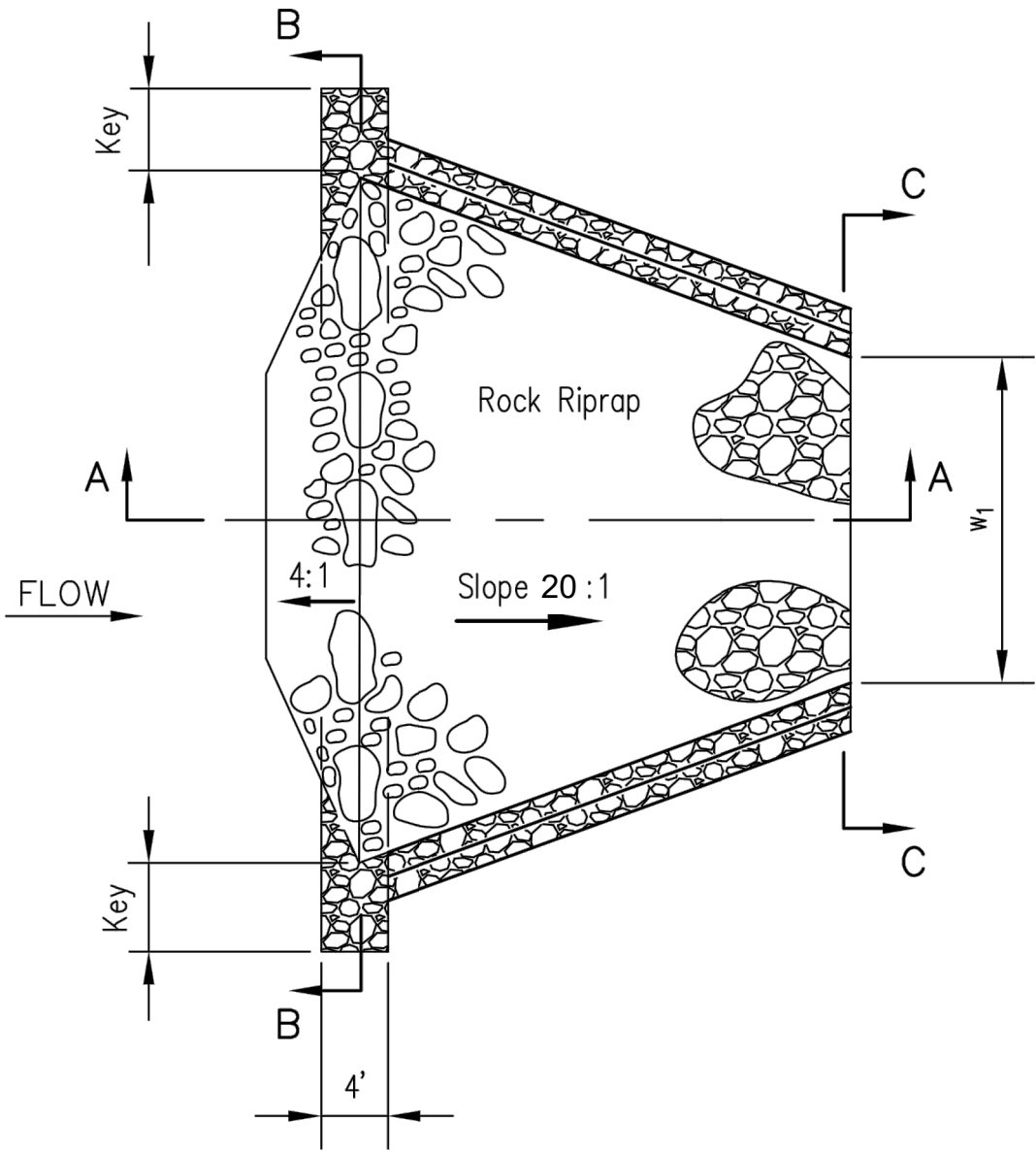
STATE PROJECT NO. --- CITY PROJECT NO. ###

DETAIL SHEET 2

SHEET 27 OF 36 SHEETS

h₂ = h₁ + 0.3'

Riffle No.	Sta	Control Elev.	h ₁	h ₂	h ₃	h ₄	W ₁	Estimated Rock (TONS)
1	1 + 05	941.41	0.39	0.69	2.5	1	8	9.4
2	4 + 55	941.2	0.93	1.23	2.5	1	8	27.1
3	5 + 55	940.2	0.27	0.57	2.5	1	8	7.8
4	14 + 79	938.59	0.69	0.99	2.5	1	8	21.5
5	16 + 55	937.5	0.29	0.59	2.5	1	8	8.6
6	23 + 34	936.3	0.27	0.57	2.5	1	8	6.5



- NOTES:
1. ROCK GRADATION SHALL MEET IDOT REQUIREMENT FOR EROSION STONE & CLASS D RIPRAP, QUALITY DESIGNATION "A", OR AS DESIGNATED BY ENGINEER.
 2. USE LARGEST INDIVIDUAL STONES FROM AVAILABLE MATERIAL AS SHOWN FOR THE EMERGENT BOULDERS AND CREST STONE.
 3. RIFFLE SLOPE SHALL BE 20:1 OR FLATTER WHERE FISH PASSAGE IS REQUIRED.
 4. MATERIAL OF ROCKS SHOWN IN TABLE IS EROSION STONE.
 5. 1 TON OF RIPRAP, CLASS D ROCK WILL BE USED AS CREST BOULDERS WITH 1' WIDTH AND 1' DEPTH (TOTAL OF 6 TONS).

01
28

ROCK RIFFLE 1
*NOT TO SCALE

Plot Date: 02/10/2022
Drawing Name: X:\Clients_Municipal\01429_City_Bondurant\0006_Ditch_2_Restoration\09_GM\Sheet\1429-06_CD-Drawing_Details.dwg
User: j...

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	

EOR
water
ecology
community

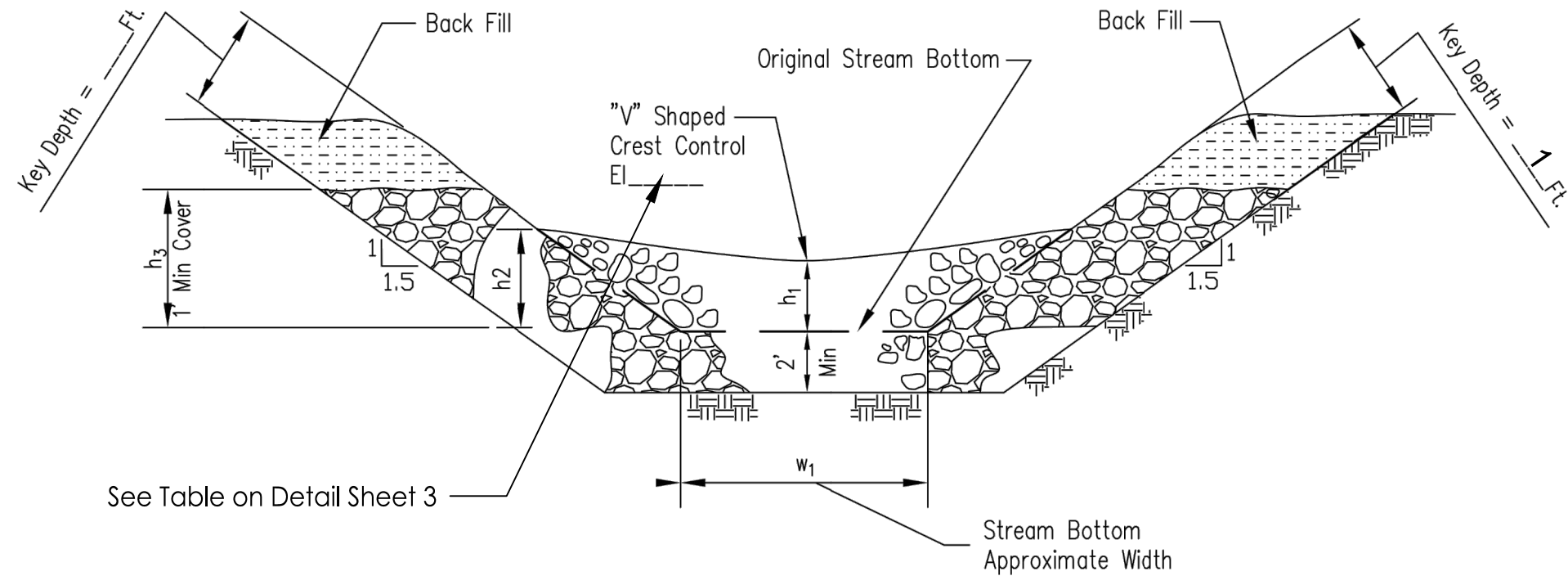
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1919 University Ave W
St Paul, MN 55104
Tele: 651.770.8448
www.eorinc.com

DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

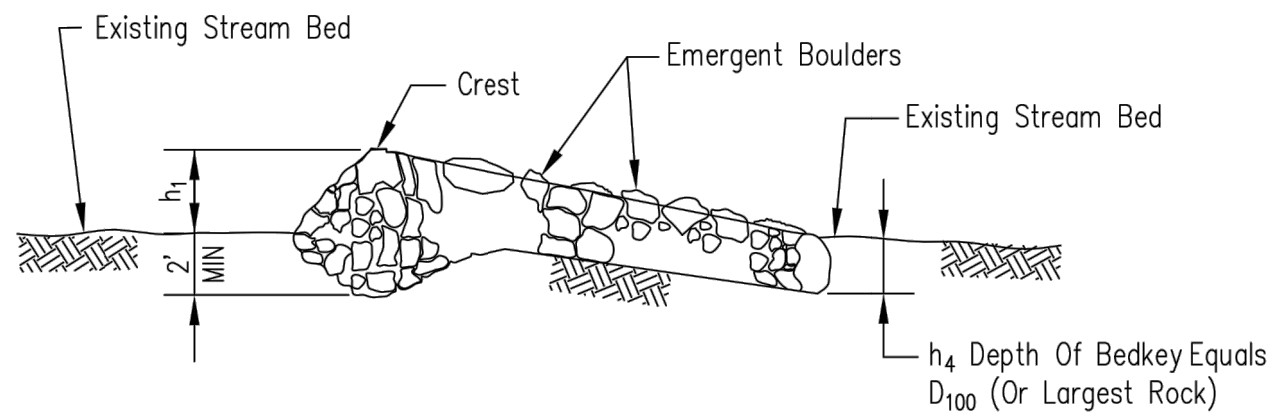
STATE PROJECT NO. --- CITY PROJECT NO. ###

DETAIL SHEET 3

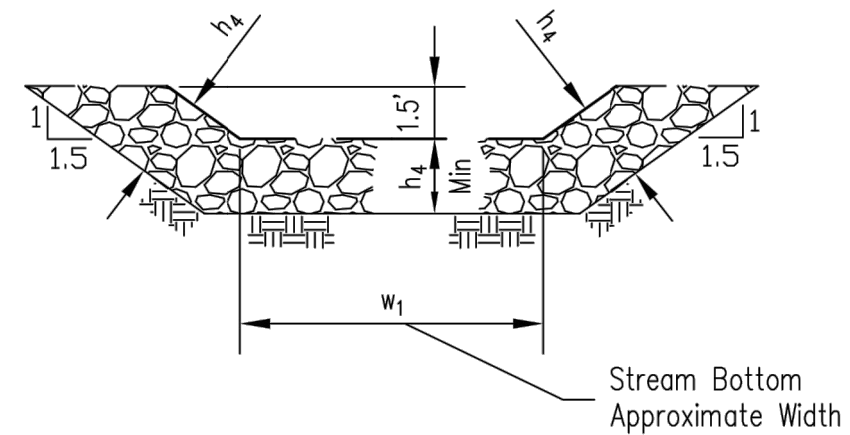
SHEET 28 OF 36 SHEETS



SECTION B-B



SECTION A-A



SECTION C-C

01
29 **ROCK RIFFLE 2**
*NOT TO SCALE

Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\01429_City_Bondurant\0006_Ditch_2_Restoration\09_GM\Drawings\1429-06_CD-Drawing_Details.dwg
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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	

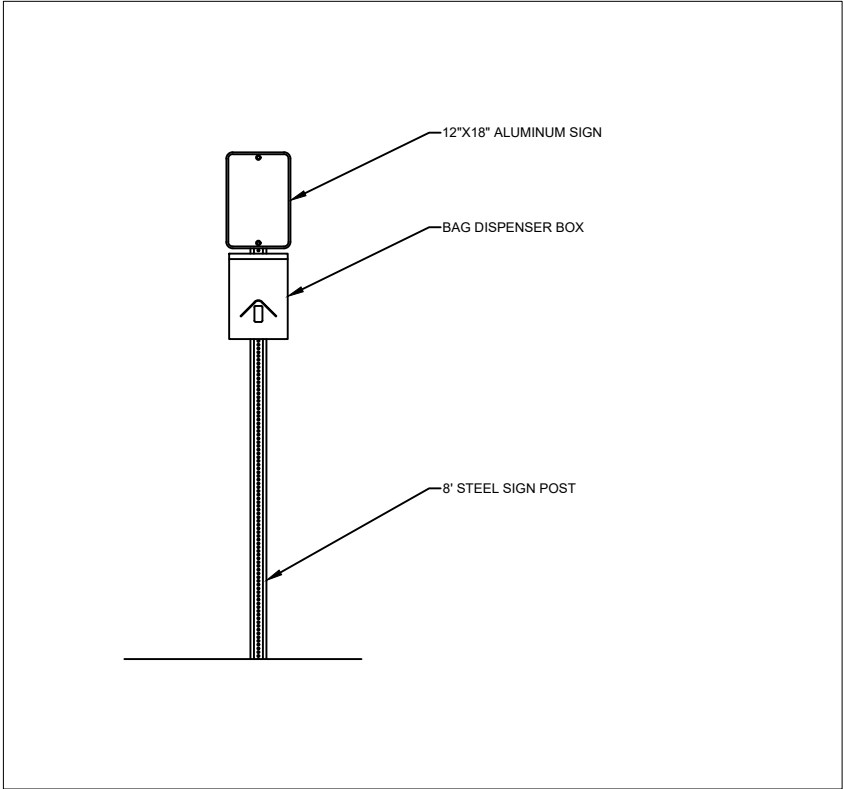
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CITY OF BONDURANT, POLK COUNTY,
IOWA

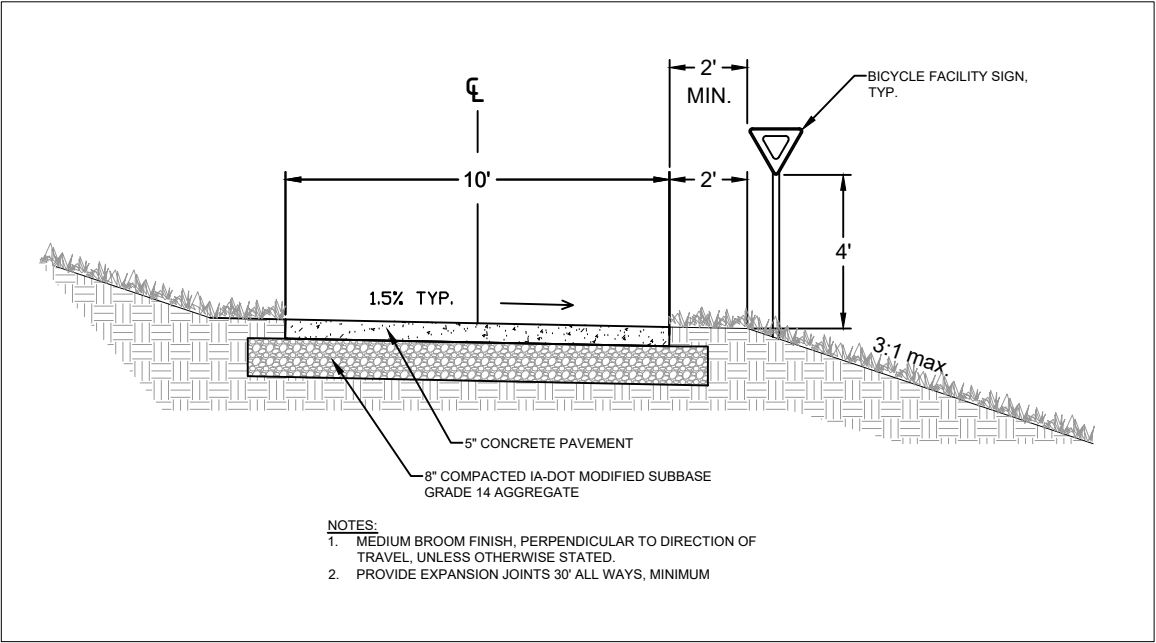
STATE PROJECT NO. --- CITY PROJECT NO. ###

DETAIL SHEET 4

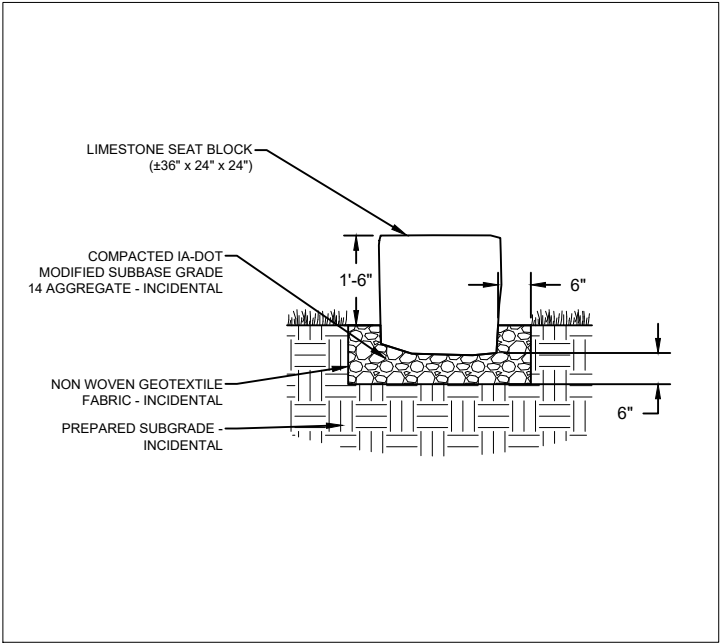
SHEET 29 OF 36 SHEETS



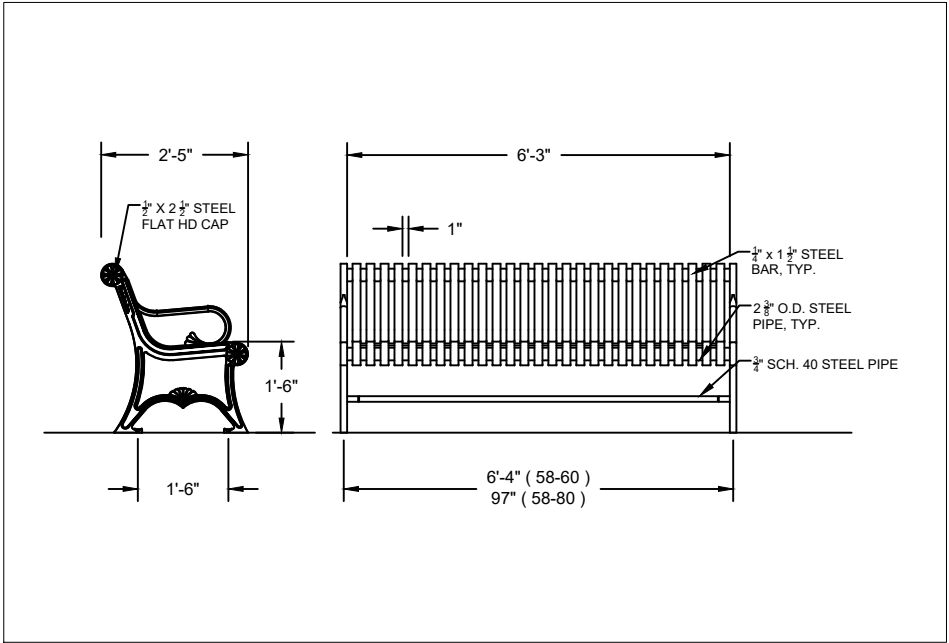
01
30 PET WASTE STATION
*NOT TO SCALE



02
30 10' CONCRETE PATH
*NOT TO SCALE



03
30 OUTCROPPING STONE
*NOT TO SCALE



04
30 BENCH
*NOT TO SCALE

Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\01425_City_Bondurant\0006_Ditch_2_Restoration\09_GM\Drawings\1425-06_CD-Drawing_Details.dwg
User: eor

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	



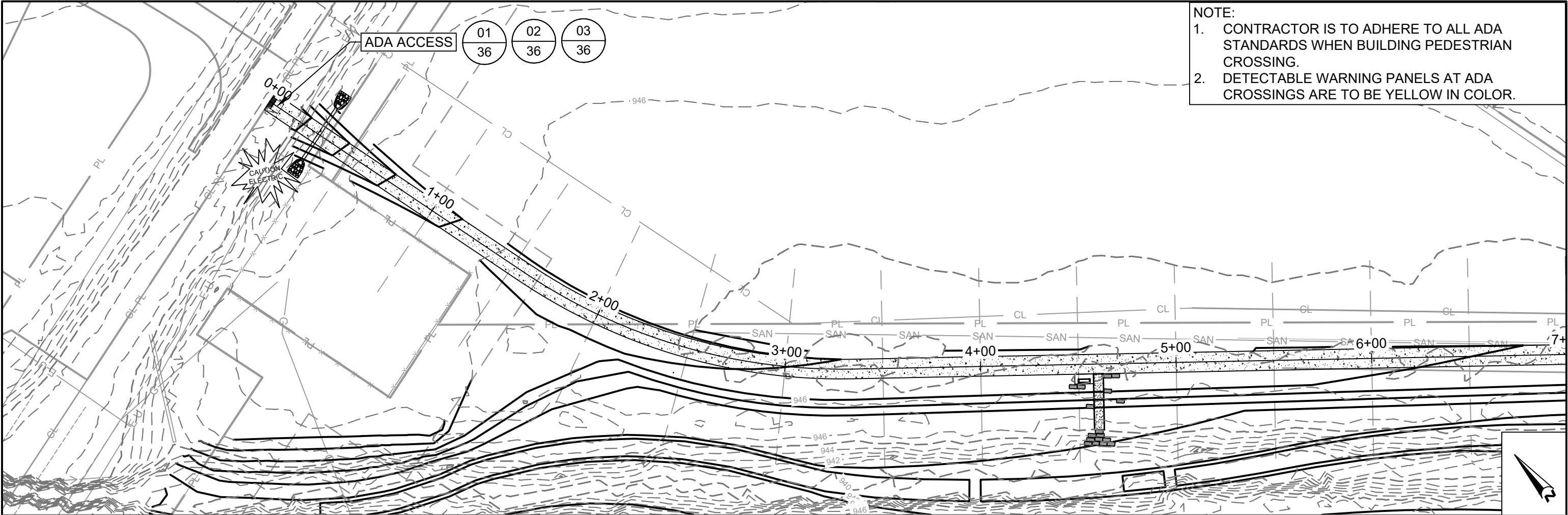
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DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

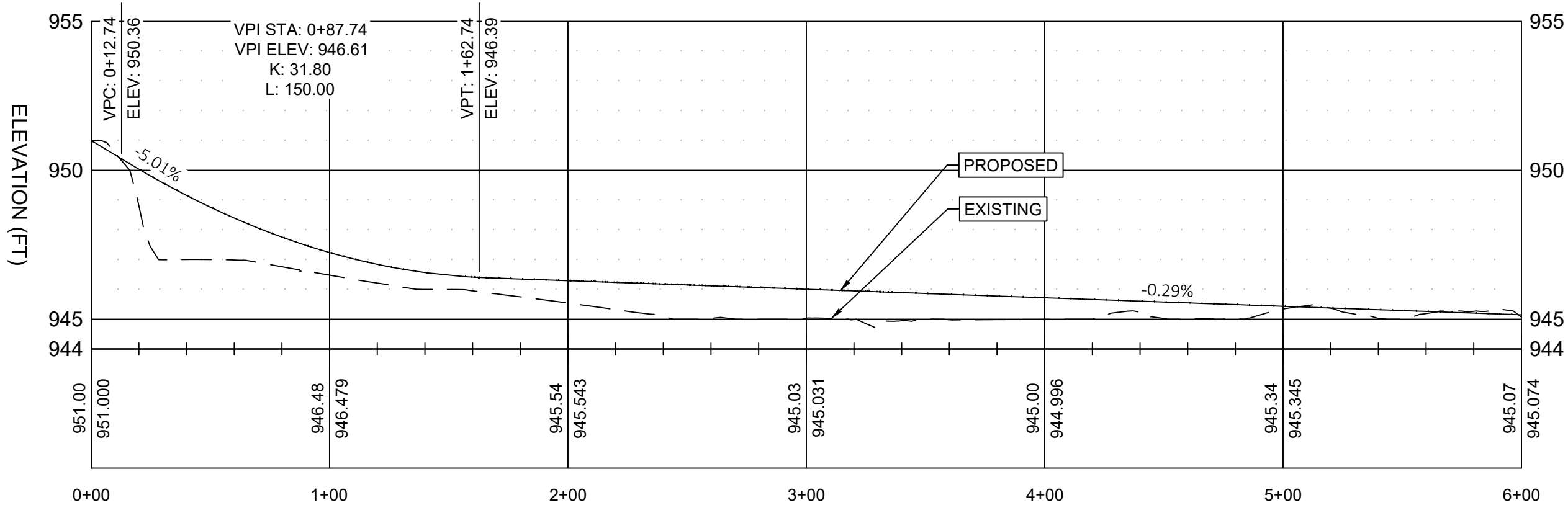
STATE PROJECT NO. --- CITY PROJECT NO. ###

DETAIL SHEET 5

SHEET 30 OF 36 SHEETS

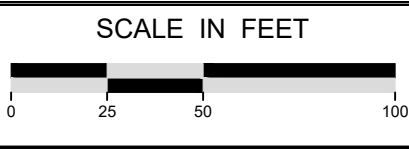


- NOTE:
1. CONTRACTOR IS TO ADHERE TO ALL ADA STANDARDS WHEN BUILDING PEDESTRIAN CROSSING.
 2. DETECTABLE WARNING PANELS AT ADA CROSSINGS ARE TO BE YELLOW IN COLOR.



Proj Date: 02/10/2022
Drawing name: X:\Clients_Municipal\1429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_GRADING2, 1429-06_P-Overmap_Aeron-A

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
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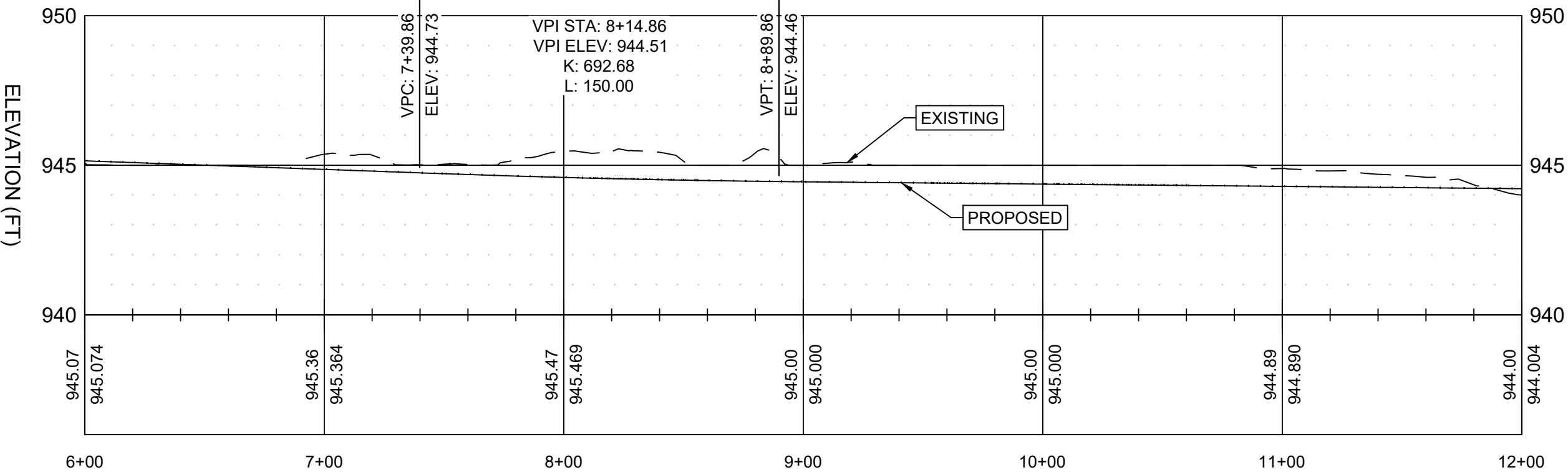
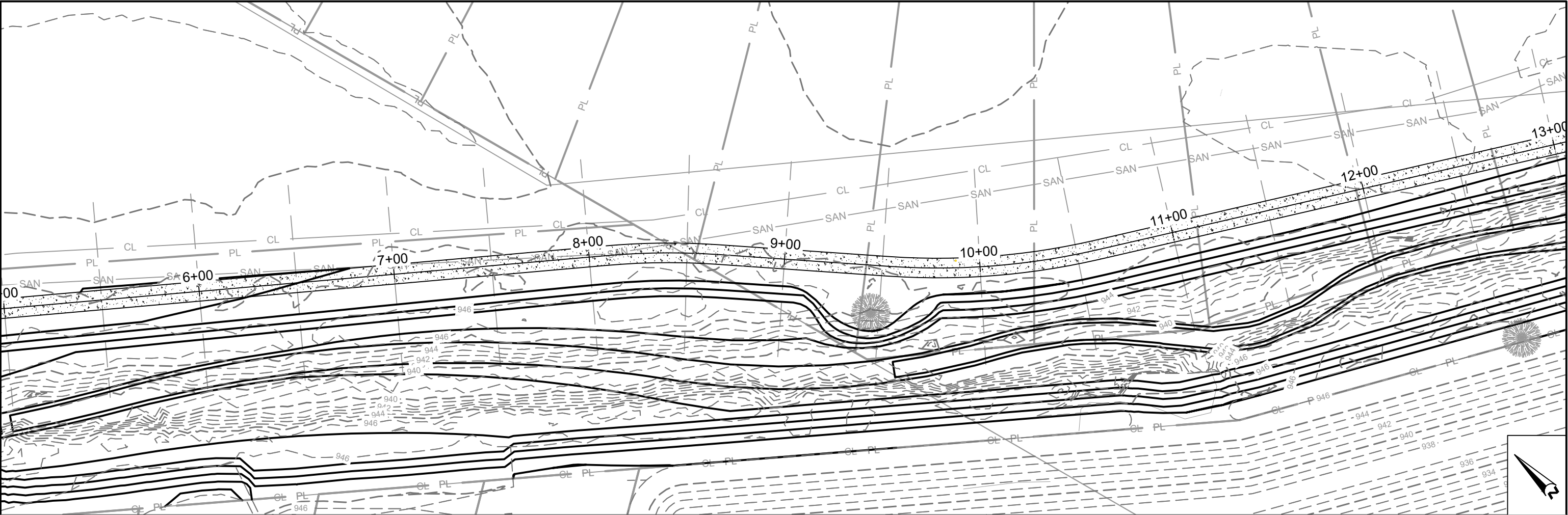
SUBMISSION DATE:	02/10/2022
DESIGN BY	AG
DRAWN BY	BR
EOR PROJECT NO.	1594-0004

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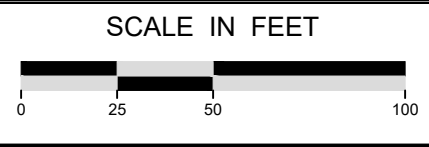
DITCH TWO RESTORATION CITY OF BONDURANT, POLK COUNTY, IOWA
STATE PROJECT NO. ---
CITY PROJECT NO. ###

TRAIL PLAN AND PROFILE 1
SHEET 31 OF 36 SHEETS



Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\1429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_GRADING2, 1429-06_PL-Overview_Aeron-A

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NO	DATE	BY	REVISION



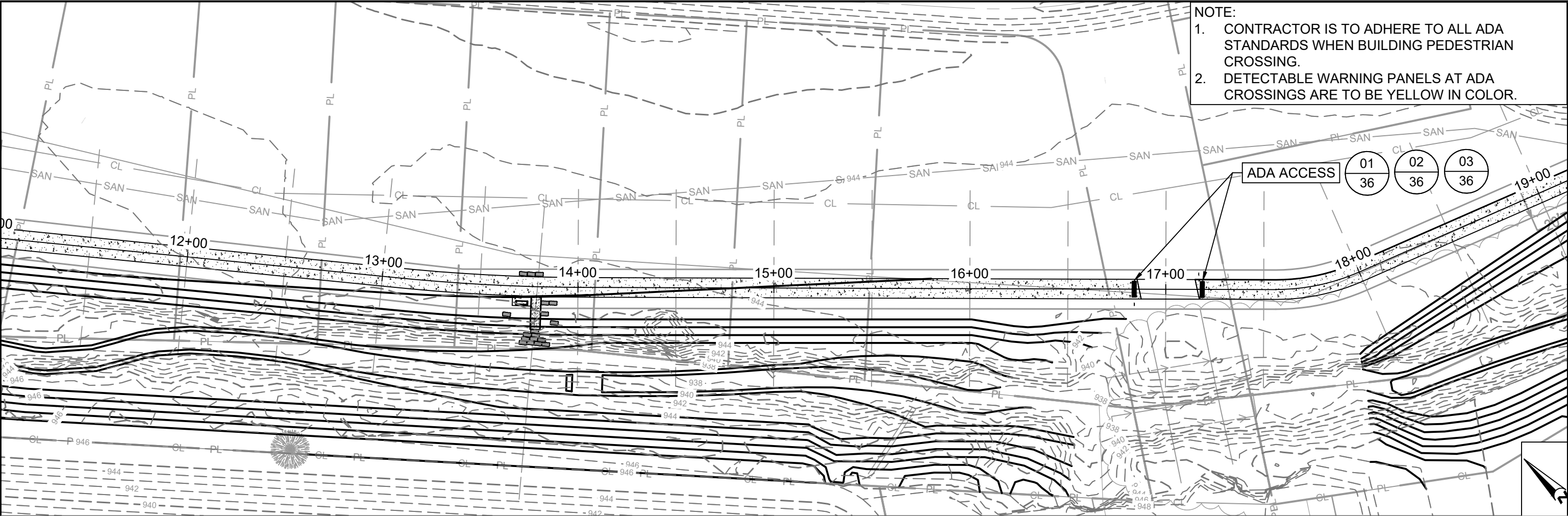
SUBMISSION DATE:	02/10/2022
DESIGN BY:	AG
DRAWN BY:	BR
EOR PROJECT NO.	1594-0004

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IOWA
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TRAIL PLAN AND PROFILE 2
SHEET 32 OF 36 SHEETS

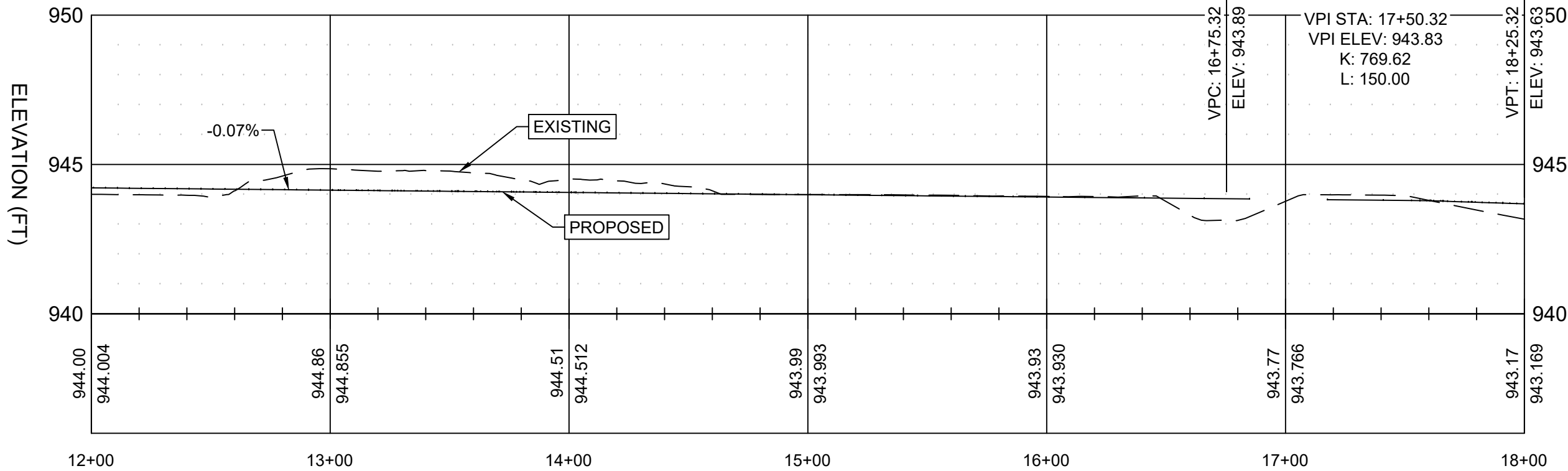


- NOTE:
1. CONTRACTOR IS TO ADHERE TO ALL ADA STANDARDS WHEN BUILDING PEDESTRIAN CROSSING.
 2. DETECTABLE WARNING PANELS AT ADA CROSSINGS ARE TO BE YELLOW IN COLOR.

01
36

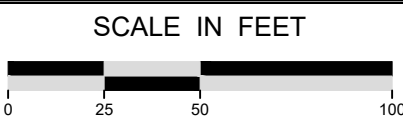
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Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\01429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base2, 1429-06_Grading2, 1429-06_X-Base2, 1429-06_Grading2, PE-Governor_Aaron-IA

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	

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Resources, Inc.
1919 University Ave W
St Paul, MN 55104
ecology Tele: 651.770.8448
community www.eorinc.com

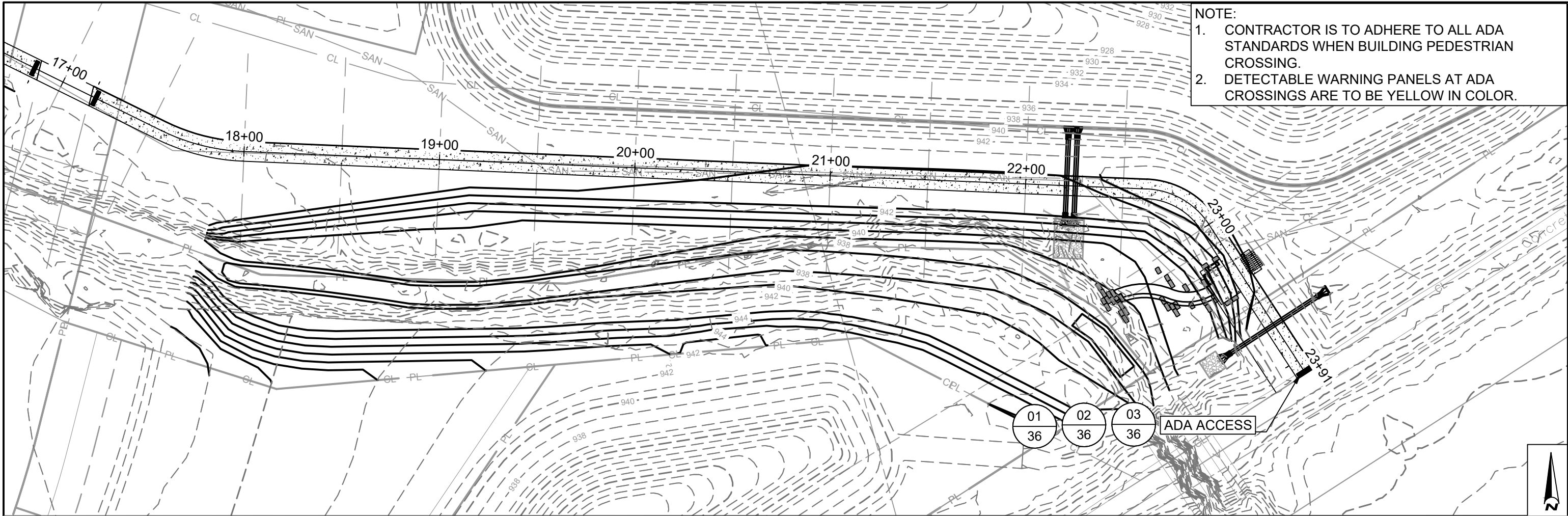


DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

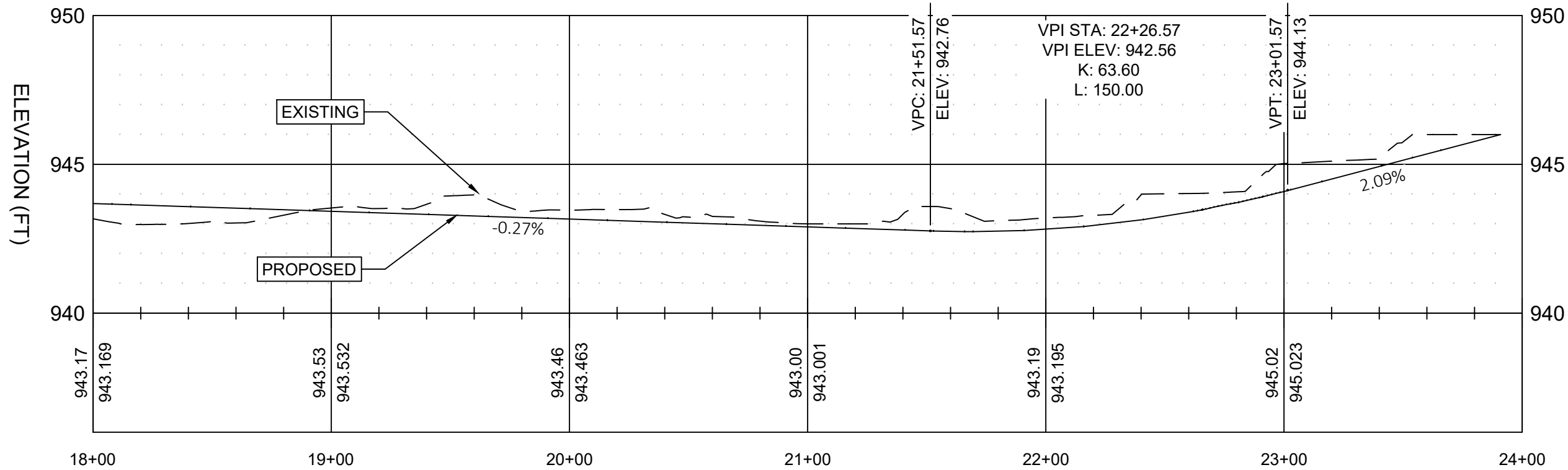
STATE PROJECT NO. --- CITY PROJECT NO. ###

TRAIL PLAN AND PROFILE 3

SHEET 33 OF 36 SHEETS

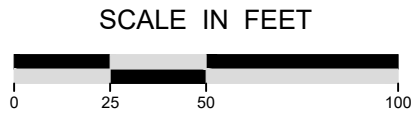


- NOTE:
1. CONTRACTOR IS TO ADHERE TO ALL ADA STANDARDS WHEN BUILDING PEDESTRIAN CROSSING.
 2. DETECTABLE WARNING PANELS AT ADA CROSSINGS ARE TO BE YELLOW IN COLOR.



Plot Date: 02/10/2022
Drawing name: X:\Clients_Municipal\1429_City_Bondurant\0008_Ditch_2_Restoration\09_GIMS\dwg\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_P-Base.dwg, 1429-06_GRADING.dwg, 1429-06_PE-Coverup_Accent.dwg

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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	

EOR Emmons & Olivier
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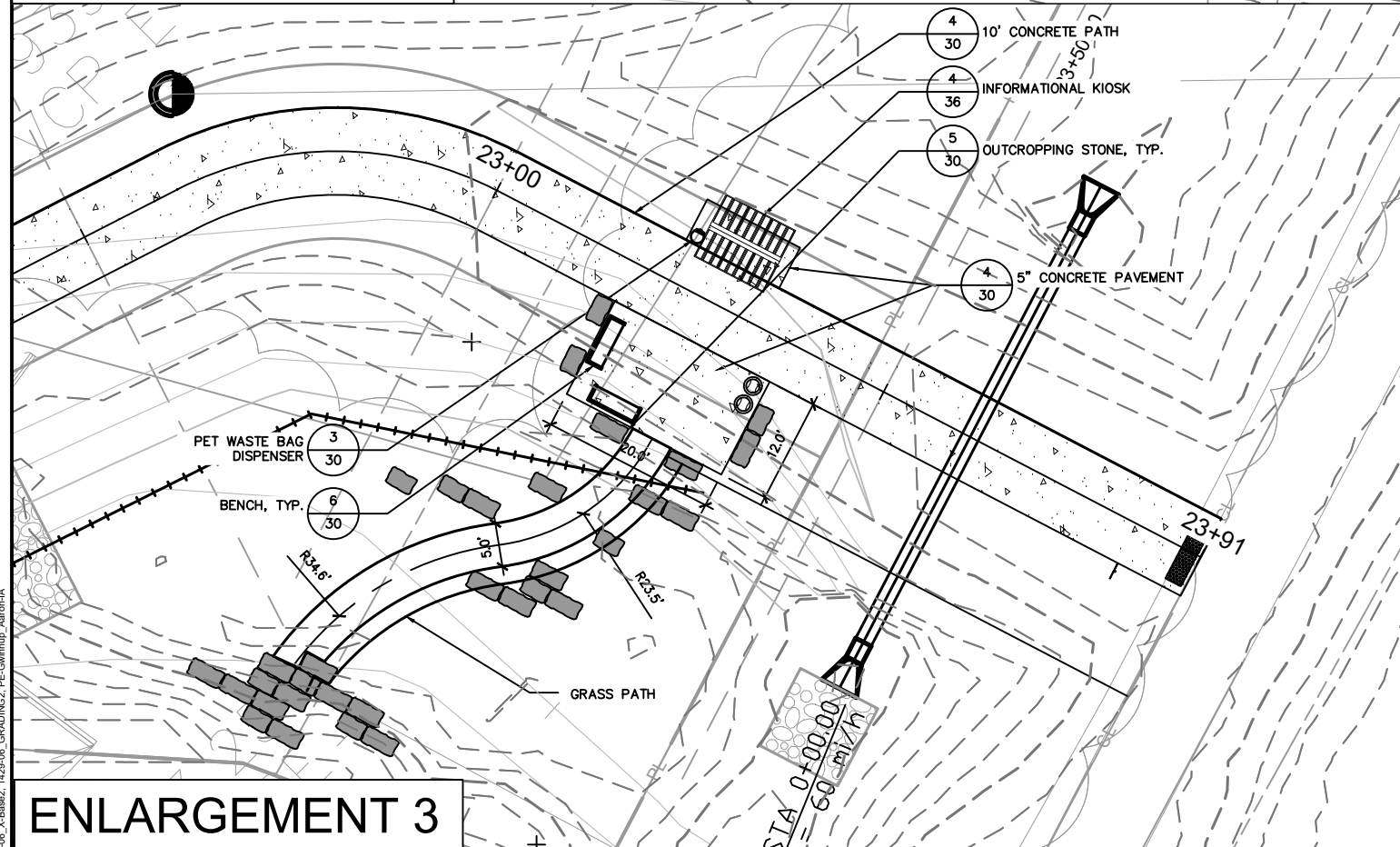
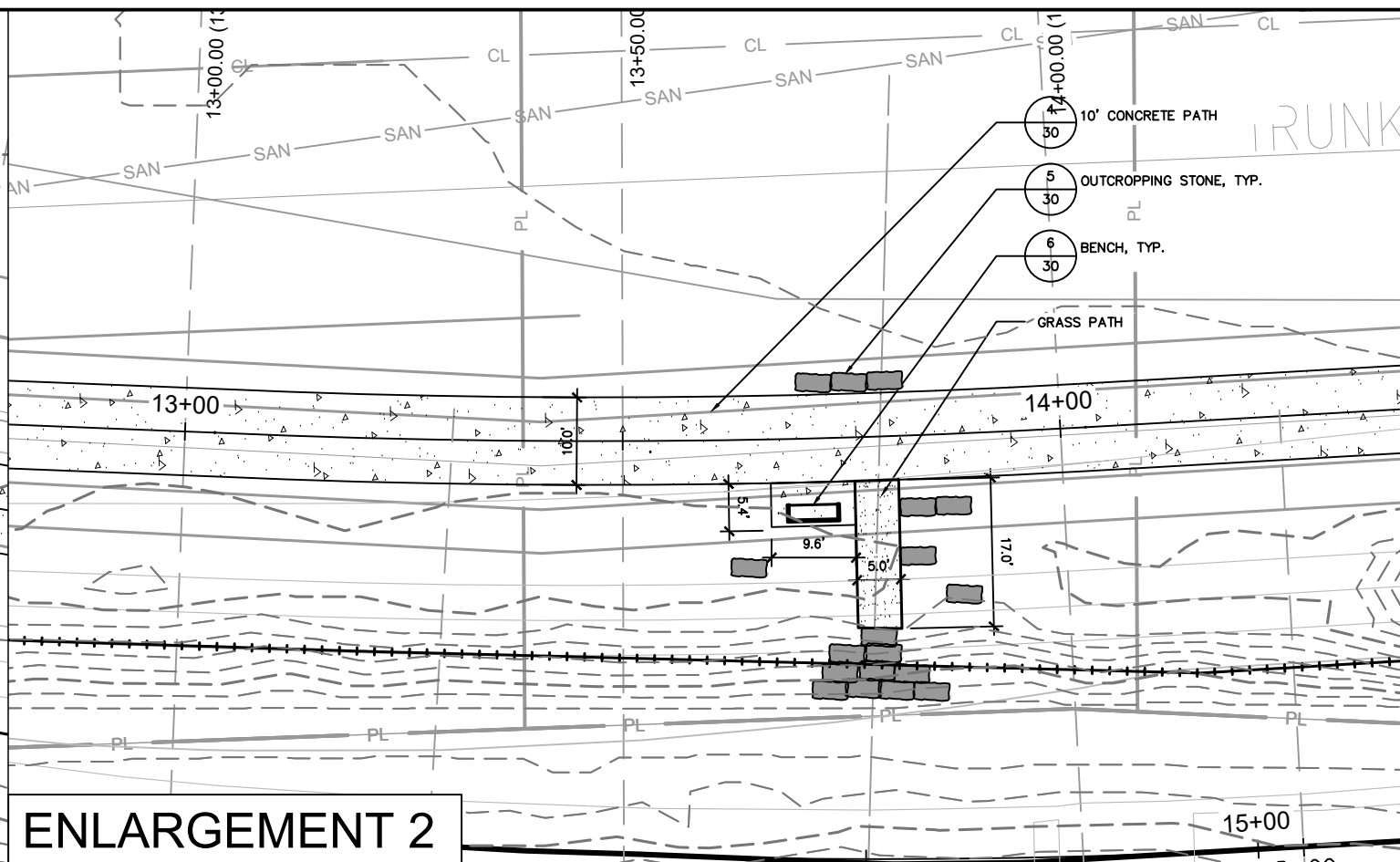
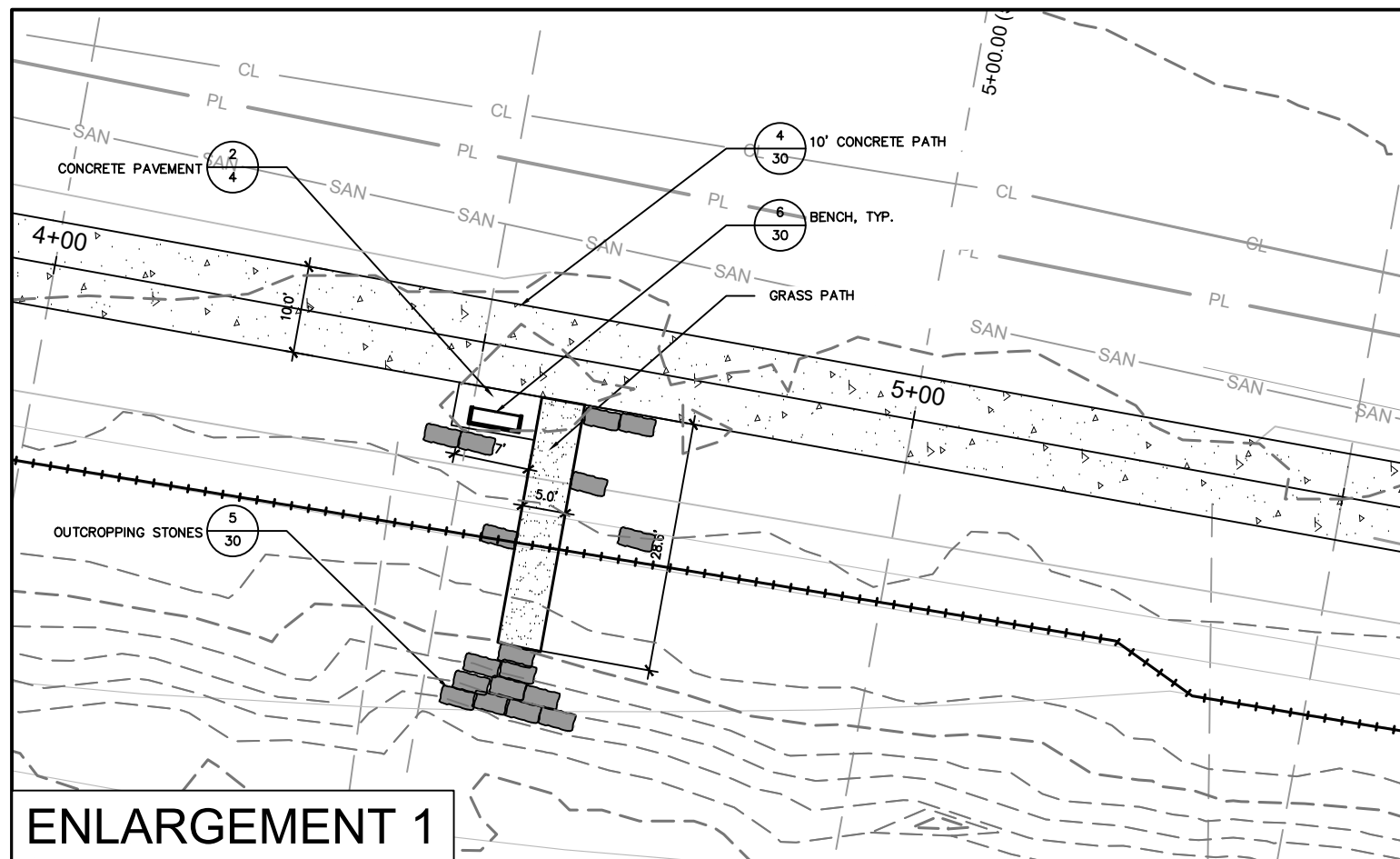


DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

STATE PROJECT NO. --- CITY PROJECT NO. ###

TRAIL PLAN AND PROFILE 4

SHEET 34 OF 36 SHEETS



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NO	DATE	BY	REVISION



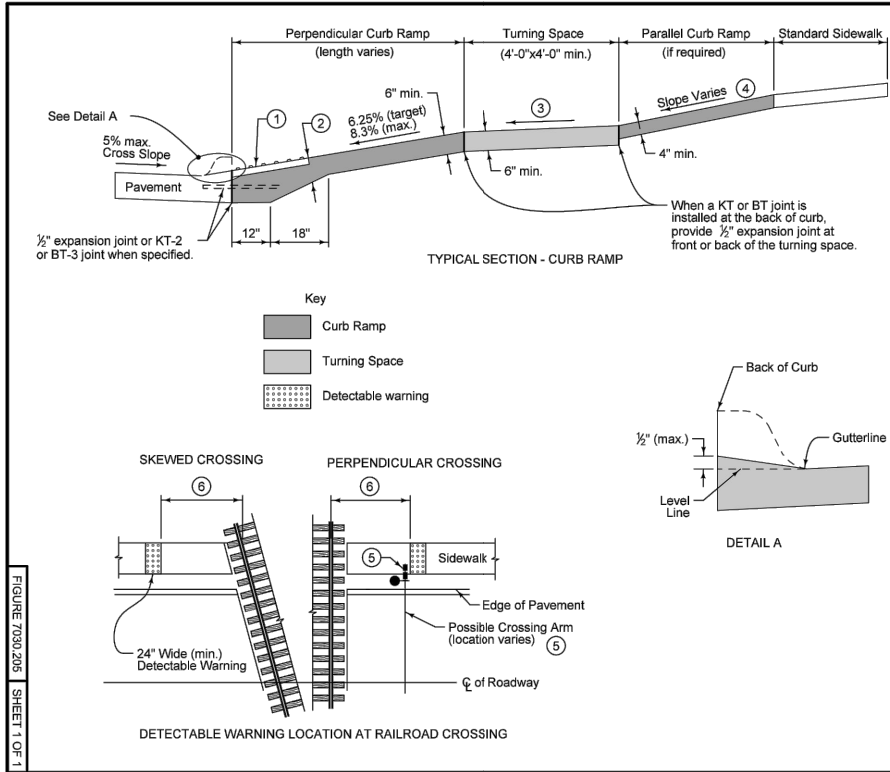
SUBMISSION DATE: 02/10/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 1594-0004	



DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

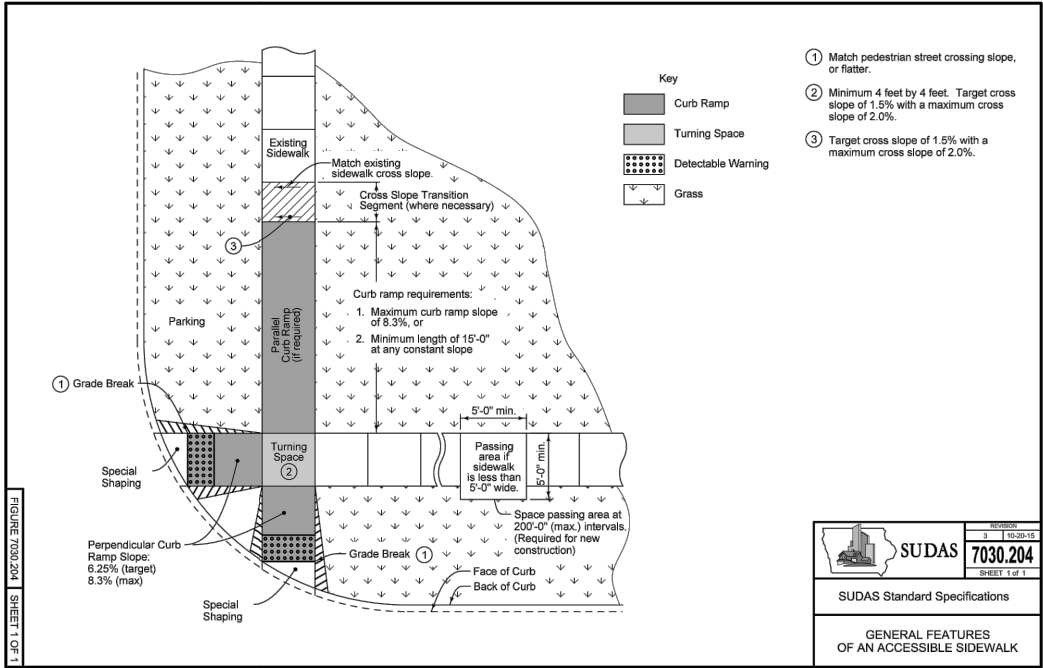
BID ALTERNATE SITE LAYOUT
ENLARGEMENTS

SHEET 35 OF 36 SHEETS



- 1 Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
 - 2 Provide a minimum of 6 inches of concrete below the detectable warning panel.
 - 3 Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
 - 4 If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.
- The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- 5 If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.
 - 6 Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.

SUDAS 7030.205
SHEET 1 of 1
SUDAS Standard Specifications
GENERAL SIDEWALK AND CURB RAMP DETAILS



- 1 Match pedestrian street crossing slope, or flatter.
- 2 Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- 3 Target cross slope of 1.5% with a maximum cross slope of 2.0%.

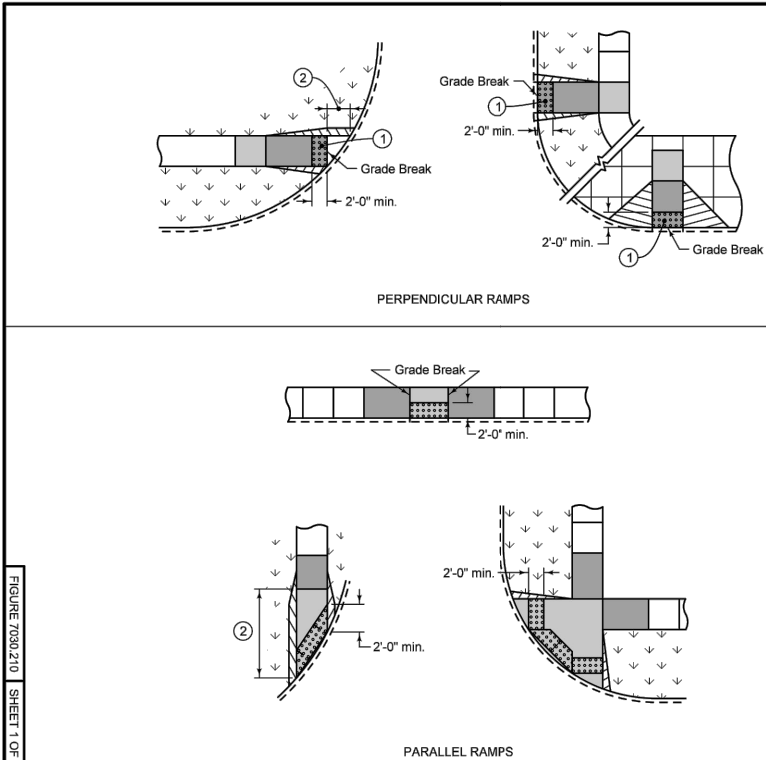
SUDAS 7030.204
SHEET 1 of 1
SUDAS Standard Specifications
GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK

01 SIDEWALK AND CURB RAMP DETAILS

*NOT TO SCALE

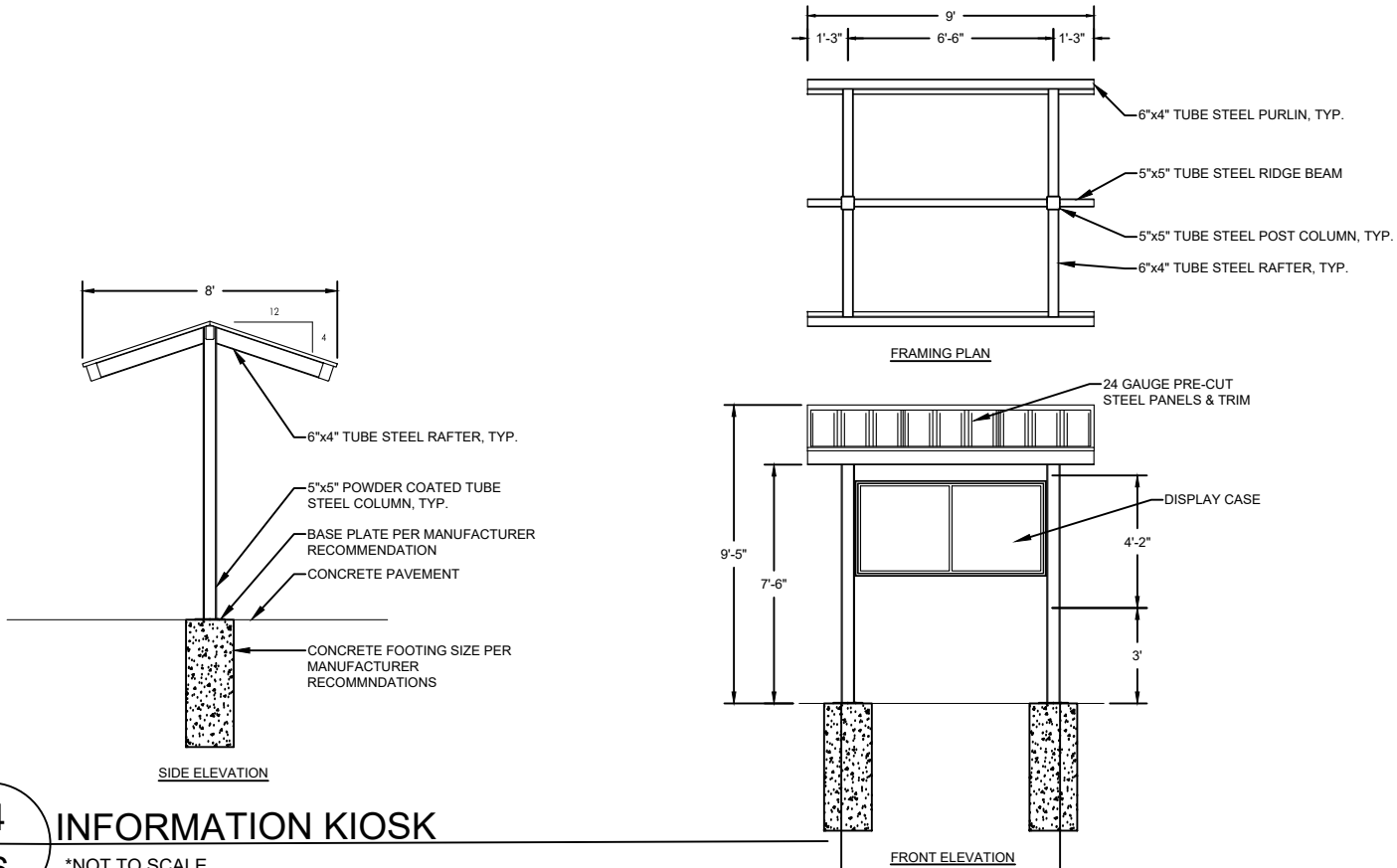
02 FEATURES OF AN ACCESSIBLE SIDEWALK

*NOT TO SCALE



- Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- 1 When detectable warning is located on curb ramp surface, orient domes in the direction of pedestrian travel.
 - 2 When the distance between the grade break and the back of curb is less than 5 feet, place detectable warning surface at the bottom of the curb ramp.
- Where one corner of the curb ramp is more than 5 feet from the back of curb, construct curb ramp as a parallel curb ramp. Move grade break back as required to place detectable warning on turning space at the back of curb.

SUDAS 7030.210
SHEET 1 of 1
SUDAS Standard Specifications
DETECTABLE WARNING PLACEMENT



04 INFORMATION KIOSK

*NOT TO SCALE

03 DETECTABLE WARNING PLACEMENT

*NOT TO SCALE

6			
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1	11/05/2021	BR	60% SUBMITTALS NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE:	02/10/2022
DESIGN BY	AG
DRAWN BY	BR
EOR PROJECT NO.	1594-0004

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DITCH TWO RESTORATION
CITY OF BONDURANT, POLK COUNTY,
IOWA

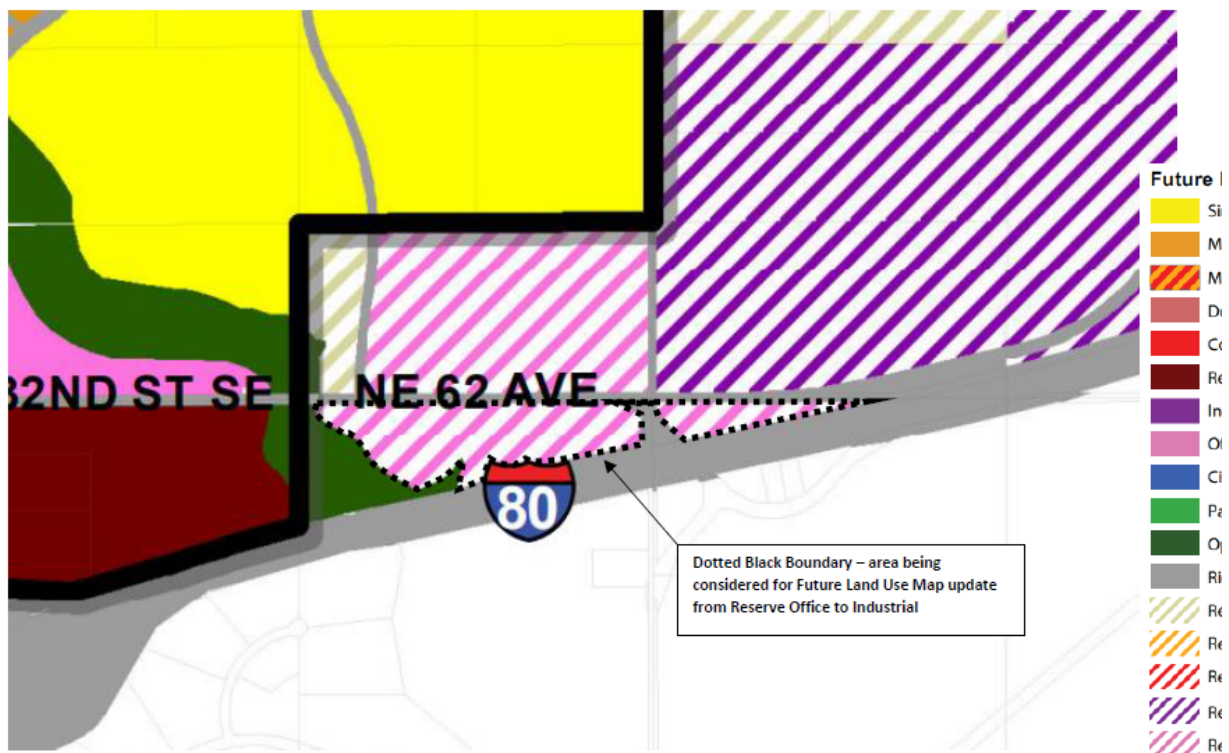
BID ALTERNATE DETAILS 1

SHEET 36 OF 36 SHEETS

As conditions of the owner in signing the annexation petition, the following are noted on the annexation petition:

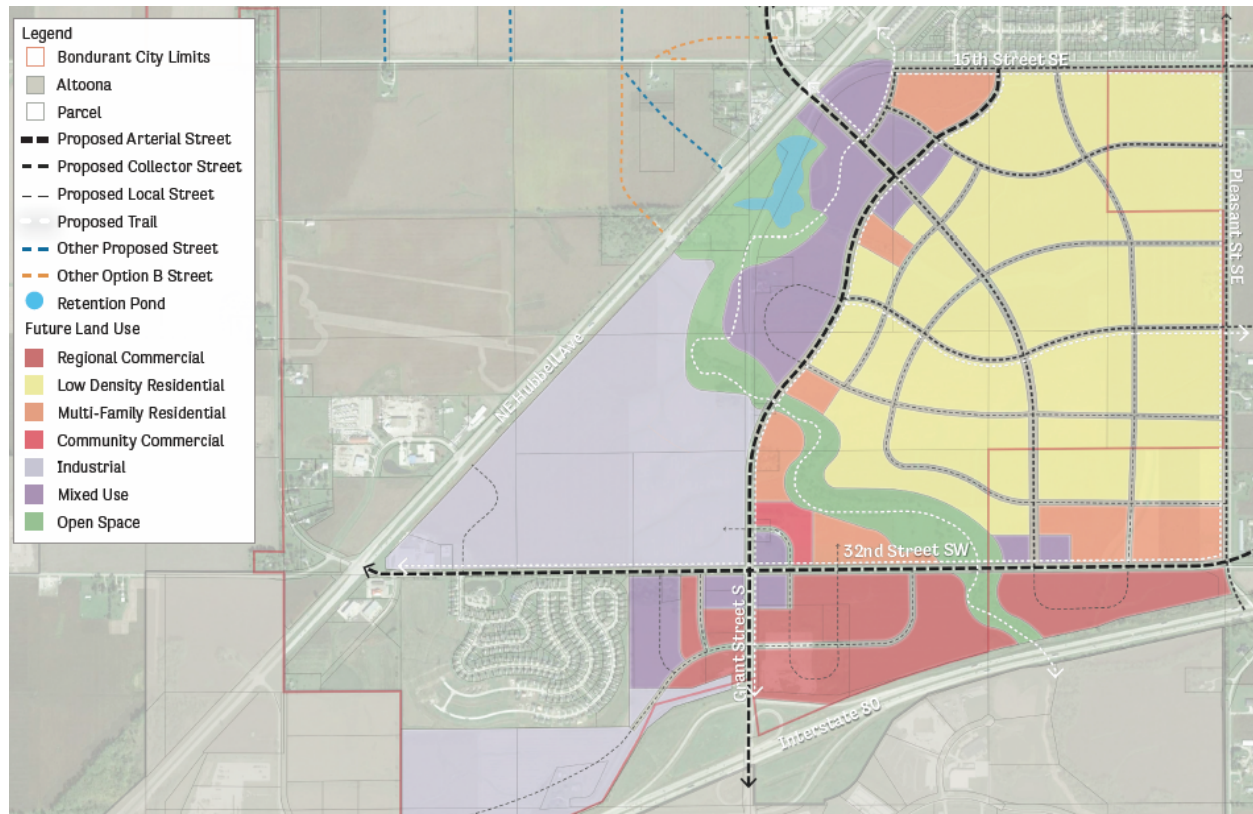
- The City agrees to amend the Future Land Use Map from Reserve Office to Industrial.
- The City agrees to initiate a rezoning of this property from Agricultural (A-1) to Limited Industrial (M-1).

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 GHOLDS parcel as Open Space for the western portion following the Mud Creek corridor and it guides for Reserve Office for the remaining development land. No Future Land Use Map amendment is proposed for the identified Open Space area. A Future Land Use Map amendment from Reserve Office to Industrial is proposed for the areas guided for Reserve Office. The parcel east of Pleasant Street SE is also being included to make sure area future land uses are consistent south of the 32nd Street SE street corridor.

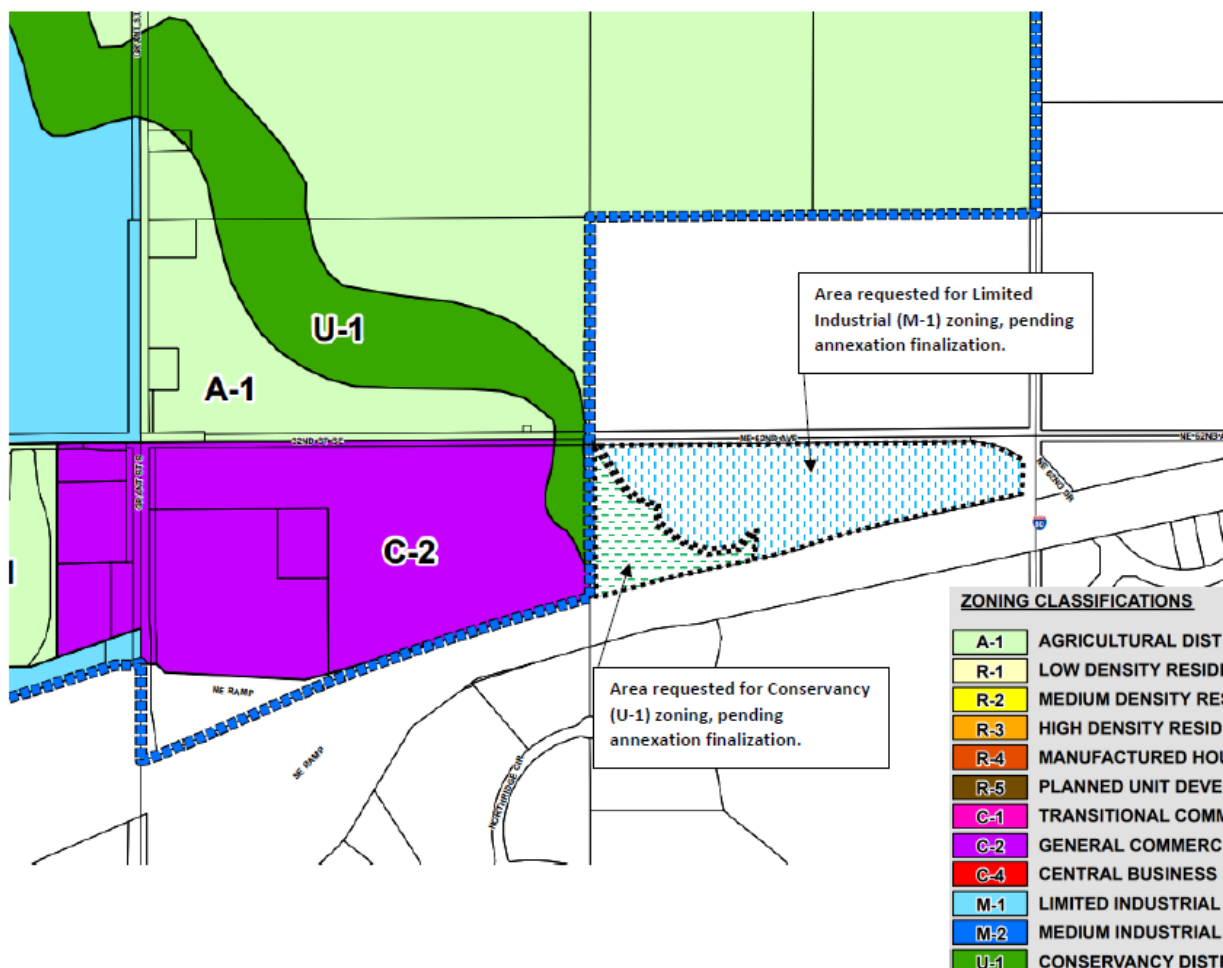


The City's Bondurant Regional Commercial Master Plan currently guides the GHOLDS property for Regional Commercial use. The Comprehensive Plan's Future Land Use Map supersedes the Regional Commercial Master Plan's Future Land Use Map, so no formal amendment process would be required for the Regional Commercial Master Plan change but it should be acknowledged. The Bondurant Regional Commercial

Master Plan did not extend east of Pleasant Street SE. Below is the map from the Bondurant Regional Commercial Master Plan:



Per Section 177.07.7 of the Zoning Code, when land is considered for annexation, it is automatically zoned as being within the City's Agricultural (A-1) District unless a rezoning request is also being considered at the same time. The rezoning being considered is that the land currently guided for Open Space on the City's Future Land Use Map be zoned Conservancy (U-1) and that all other areas on the GHOLDS LLC parcel be zoned Limited Industrial (M-1). The zoning designations of U-1 and M-1 will not become effective until after the annexation has been finalized. No rezoning is being considered for the other parcel that was affected by the future land use change east of Pleasant Street SE; such rezoning would be considered at a later date if an annexation petition is submitted by the property owner.



Analysis:

When considering rezoning requests, the Planning & Zoning Commission should take into account the following: Comprehensive Plan, Consistency with the Zoning Code, Spot Zoning, and Public Input.

Comprehensive Plan

When a City considers a rezoning ordinance, it must find the rezoning is consistent with its Future Land Use Map. Since the City's Future Land Use Map presently guides for Reserve Office in those areas requested for Limited Industrial (M-1) zoning, an amendment to the Future Land Use Map from Reserve Office to Industrial must also be approved as part of the rezoning ordinance to ensure consistency between the City's Future Land Use Map and Zoning Map.

Proximity to the Interstate 80 corridor may provide justification for the proposed Future Land Use Map amendment. The Comprehensive Plan notes that, "Industrial land uses are most likely to succeed in areas with easy access to transportation, such as highways (and interstates). Access to regional highways is a vital need for many industrial land uses and Bondurant has two, Highway 65 and Interstate 80. Industrial

land uses should be located to take advantage of this infrastructure".

The proposed Future Land Use Map amendment is considered consistent with the following objectives of the Comprehensive Plan:

- 4.10 Locate industrial and office land uses so as to minimize traffic conflicts with the rest of the community.
- 4.11 Guide industrial and office land uses to areas that are easily serviced by utilities and transportation infrastructure.

Consistency with the Zoning Code

This item will be reviewed in detail if/when a site plan application is received for the portion requested for M-1 zoning.

Spot Zoning

To determine whether illegal spot zoning has occurred, the courts consider the rezoning takes into account the following:

1. The characteristics of surrounding property;
2. the community's comprehensive plan;
3. the protection and preservation of public health, justice, morals, order, safety and security, and welfare (police power).

So long as the Future Land Use Map amendment is approved as part of the rezoning ordinance, staff feels that spot zoning does not exist for this rezoning request. Objectives of the Comprehensive Plan support industrial development along the Interstate 80 corridor, and the Future Land Use Map currently guides for industrial development along the interstate corridor east of the current area proposed for rezoning and Future Land Use Map updating.

Public Input

As is required by the City's Zoning Code, letters were sent to property owners within 200' of the requested rezoning. No formal comment has been received by staff at the time of writing this agenda statement.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed this request during their meeting on February 10, 2022 and voted on recommended approval.

Staff recommends approval of the attached ordinance approving the rezoning from Agricultural (A-1) to Limited Industrial (M-1) and Conservancy (U-1), pending annexation finalization; and approval of the Future Land Use Map amendment request from Reserve Office to Industrial.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

CITY OF BONDURANT
ORDINANCE NO. 220222-200

AN ORDINANCE PROVIDING FOR A CHANGE IN FUTURE LAND USE FROM RESERVE OFFICE TO INDUSTRIAL AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE FROM AGRICULTURAL (A-1) TO LIMITED INDUSTRIAL (M-1) AND CONSERVANCY (U-1), PENDING ANNEXATION, ON LAND OWNED BY GHOLDS LLC

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

Section 1. PURPOSE. The purpose of this ordinance is to change the future land use from Reserve Office to Industrial on property located in Bondurant, Polk County, Iowa as described as follows:

THE NORTHEAST ¼ NORTH AND WEST OF THE INTERSTATE 80 RIGHT-OF-WAY, POLK COUNTY, IOWA, EXCLUDING THOSE PORTIONS IDENTIFIED FOR OPEN SPACE USE AS SHOWN ON THE CITY'S FUTURE LAND USE MAP AND ALSO PARCEL 170/00045-004-000 HAVING AN ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS: PRT NLY & ELY OF INTST HWY N ½ NW ¼ LESS RD SEC 8-79-22.

AND

To change the zoning from Agricultural (A-1) to Limited Industrial (M-1) and Conservancy (U-1), pending annexation finalization, on the following property located in Bondurant, Polk County, Iowa and described as follows:

Limited Industrial (M-1)

THE NORTHEAST ¼ NORTH AND WEST OF THE INTERSTATE 80 RIGHT-OF-WAY, POLK COUNTY, IOWA, EXCLUDING THOSE PORTIONS IDENTIFIED FOR OPEN SPACE USE AS SHOWN ON THE CITY'S FUTURE LAND USE MAP.

Conservancy (U-1)

THE NORTHEAST ¼ NORTH AND WEST OF THE INTERSTATE 80 RIGHT-OF-WAY, POLK COUNTY, IOWA, EXCLUDING THOSE PORTIONS IDENTIFIED FOR RESERVE OFFICE AS SHOWN ON THE CITY'S FUTURE LAND USE MAP.

Section 2. FINDINGS. The City Council of the City of Bondurant, Iowa, hereby makes the following findings:

1. That the zoning change will create consistency between the City's Future Land Use Plan and Official Zoning Map.
2. That the change zoning will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.

3. That the zoning change will not negatively impact the character of the neighborhood.
4. That the public notice of this intended change has been published as by law required.

Section 3. **HEREBY REZONED.** The property, above described, is hereby rezoned to Limited Industrial (M-1) and Conservancy (U-1).

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

Section 4. **SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:
SECOND CONSIDERATION:
THIRD CONSIDERATION:



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

Item No. 8.b.
For Meeting of 2/22/2022
Resolution

TITLE: - Resolution approving the Temple Holdings Site Plan on Outlot Y of the Shiloh Rose Business Park Plat 1

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review for the Outlot Y development area of the Shiloh Rose Business Park, Plat 1. The owner/developer is Temple Holdings LLC. The site plan was submitted by Snyder & Associates. The parcel boundary of Outlot Y is highlighted on the map below. Development of Outlot Y will occur in phases. This current site plan is for review of the first phase, which will consist of construction of the first two of the eventual six structures at this location. Building A of Phase 1 will be 32,280 SF and Building B of Phase 1 will be 20,800 SF. Building B is the building situated closer to the Shiloh Rose Parkway SW street frontage, while Building A will sit toward the rear of the parcel. The first phase will be toward the south end of this Outlot Y.

This property is zoned as being within the City's Limited Industrial (M-1) District. Sheet C200 of the site plan acknowledges the use(s) proposed must comply with the M-1 District, as regulated by Section 178.13 of the Zoning Code.



When the Planning & Zoning Commission and City Council review site plans, they review for consistency with the following documents: Comprehensive Plan; Zoning Code; and Comments from City Officials.

Consistency with the City's Comprehensive Plan:

Since the use proposed is a permitted use of the M-1 District, no rezoning is proposed. This industrial use is consistent with the City's Future Land Use Map, which guides for industrial use within the Shiloh Rose Business Park area.

Consistency with the City's Zoning Code:

Below are notes detailing how the Zoning Code is met for this request or what additional information is needed to ensure the Code will be met for this development.

General Commercial Use & Bulk

- Sheet C200 notes an M-1 District zoning and acknowledges that the eventual primary uses proposed must comply with M-1 uses as regulated by Section 178.13 of the Zoning Code.
- The site plan labels a gravel outdoor storage yard area south of the south driveway. An accessory outdoor storage yard area use requires a conditional use permit through the Board of Adjustment per Section 178.13.4.A. The site plan also appears to show what is assumed as potential future parking spaces within the proposed outdoor storage yard area; a clarification note has been noted as part of this P&Z recommendation resolution that all parking areas must be paved.

- The site plan shows the Phase 1 buildings will stay outside of the required 50' front yard setback along the Shiloh Rose Parkway SW and Midstates Drive right-of-way property lines. It appears fine, but the site plan should be updated to label the 50' east rear property line to ensure the east building will stay outside of this setback area. The north side property line will be reviewed as part of a future phase.
- Building A will be 28' tall and Building B will be 23' tall. Both heights stay under the allowable 80'.

Parking/Drive Areas

- Two driveways along Shiloh Rose Parkway SW are proposed as part of this first phase. The City Engineer has reviewed these driveways and has determined both locations are satisfactory.
- The site plan shows that no part of any parking/drive area (excluding driveways) will be located closer than 3' away from the front property lines, as is required by Section 177.10.1.
- The site plan shows that all parking/drive areas will be paved as required by Section 177.10.2 of the Zoning Code. A clarification item has been included as part of the attached P&Z recommendation resolution that all parking/drive areas shall be paved, to ensure that no parking is allowed within the gravel outdoor storage yard area.
- Section 177.09.21 of the Zoning Code notes that at least 1 parking space on the lot must be provided per each employee. While final uses have yet to be determined for these buildings, Sheet C200 of the site plan notes that 55 parking spaces will be provided in this Phase 1 area. A condition has been included as part of the attached P&Z recommendation resolution relative to this item is met as uses are identified.
- Section 177.08 of the Zoning Code regulates minimum off-street loading spaces. 2 off-street loading spaces are required for Building A and 1 off-street loading space is required for Building B. The site plan will need to be updated to clearly label these required off-street loading space areas.
- The site plan shows parking spaces will be provided with raised curbing or equivalent, as is required by Section 177.10.8.

Stormwater, Utilities & Natural Features

- A stormwater management report was submitted for review by the City Engineer. The site plan shows two storm sewer systems leading to the stormwater detention basin located along the easterly side of Building A.
- Sheet C600 contains the required utility plan. The water main serving the site is an 8" main that connects to the 12" main along Shiloh Rose Parkway SW. The hydrant coverage is satisfactory. Sanitary sewer is shown as an 8" sewer

connecting to the existing sanitary sewer on the east side of Shiloh Rose Parkway SW.

- This property is located within the Highway 65 Utility Extension Sanitary Sewer Connection Fee District and the Highway 65 Utility Extension Water Connection Fee District.
- This site is not situated within FEMA's 100-year floodplain.
- This site is not situated within the City's Stream Buffer Ordinance area.

Landscaping Plan

- Sheet C700 contains the required landscaping plan. Notes on this:
 - Clarification has been requested on the Phase 1 street frontage. Sheet C700 notes 415' of street frontage, however, it appears the street frontage, when taking into account Shiloh Rose Parkway and Midstates Drive, exceeds 415'. If the street frontage exceeds 415', the calculations for minimum required general trees will need to be updated.
 - 5 interior trees are proposed, which exceeds the minimum 4 interior tree count requirement per the 55 parking spaces proposed. The interior trees are deciduous shade, which meets tree type requirements of Section 182.05.D.1.
 - Site plan shows the trees will be planted within the required front setback areas and at least 4' away from the street right-of-way lines, as is required by Section 182.05.E of the Zoning Code.
 - The landscaping plan shows landscaping and berming proposed within the existing sanitary sewer easement area; clarification has been requested from the City Engineer as to whether or not this is allowable.
 - The landscaping plan notes that the deciduous trees will conform to the minimum of 1 3/4 inch caliper in size at time of planting requirement of Section 182.04 of the Zoning Code.
 - The site plan notes that 35.9% of the Phase 1 area will be open space. This exceeds the minimum 15% requirement of the M-1 District as regulated by Section 178.13.5.f.
 - The site plan will need to be updated to confirm the 5% interior greenspace requirement for parking areas visible from the right-of-way requirement of Section 177.10.7 is met.

Architectural Elevations

- Colored elevations have been received and are attached as part of this agenda statement. Notes on building design/material requirements:
 - General requirements as regulated by Section 179.01.2.I.1
 - Section 179.01.2.I.2.1 - buildings shall be designed such that there is adequate treatment or screening of negative

- aspects (loading areas, loading docks, HVAC mechanical units, non-residential doors, etc) from the public right-of-way and adjoining properties. *See next response.*
- Section 179.01.2.1.1.a - buildings shall be designed to not expose loading docks or loading areas to the public unless screening is proposed. *This code requirement appears to be met. Building B, the building closest to Shiloh Rose Parkway SW, will locate all overhead doors on the east rear elevation. Building A, the building situated back behind Building B, will have overhead doors on the west front and south front elevations; these overhead doors will be constructed in a color matching the building. Further, the Landscaping Plan shown on Sheet C700 shows that these doors will be screened from the street areas.*
 - Section 179.01.2.1.1.b - requires that roof mounted mechanical units shall be screened from view of public right-of-way. *The submitted elevations acknowledges this code requirement.*
 - This site is located more than 500' away from the Highway 65 right-of-way corridor, meaning the building design is not subject to the Overlay District requirements and is instead subject to the following general industrial district building design/material requirements:
 - The exterior building material of the front elevations shall be comprised of at least 50% glass, brick, concrete panels, textured concrete block, stone panels, or other similar material when after reviewed by the Planning & Zoning Commission and the City Council, the material used will not detract from the physical appearance of the building. *The attached colored elevations do not label proposed materials; this has been included as a code clarification item on the attached. The look of the proposed elevations appear consistent with what has previously been approved by the Commission and Council for other similar industrial projects (JAS Concrete, SKOL Trucking, etc.). The Commission may request clarification that the fasteners are concealed on the front facing facades, as has been done in other recent approvals.*
 - Buildings proposed in industrial areas that are adjacent to less intense uses should be designed with an articulated roofline to help divide the mass of the large building into smaller, identifiable parts. *N/A as this site is not located adjacent to any residential uses.*

- Industrial buildings shall incorporate facade modulation in all building elevations visible to the public right-of-way or other less intense uses. Modulation can be accomplished through physical offsets or the use of color, pattern, or texture. *Varying color, patterns, textures are present on the west and south elevations of both buildings.*

Other Site Plan Features

- The site plan shows two detached monument signs proposed. One will be situated along the Shiloh Rose Parkway SW street frontage and the other will be situated along the Midstates Drive frontage. All signage is reviewed/approved separately from site plan approval for code compliancy with Chapter 181 of the City Code. A sign contractor must obtain sign permits prior to installation signage.
- This site is not adjacent to any residential districts, meaning it is not subject to Section 177.10.3, which reads that all lighting used to illuminate parking areas shall be arranged so as to reflect light away from R Districts.
- Sheet C400 notes that an exterior trash enclosure is proposed in front of Building A (east rear building). *The site plan notes coordinate screening material with architectural drawings. Further information has been requested on the proposed screening.*
- The site plan proposes no public sidewalks. The City may require sidewalks be installed in the future per Chapter 136 of the City Code; this has been factored in as part of the attached P&Z recommendation resolution.

Comments from City Officials:

The following City departments were notified of the submitted site plan:

1. Public Works - reviewed and noted no comments/concerns.
2. Engineering - still under review. This has been factored in as part of the attached P&Z recommendation resolution.
3. Fire Department - reviewed and noted no comments/concerns.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed this request during their meeting on February 10, 2022 and voted on recommended approval subject to the following zoning code clarification items being addressed:

1. That should any changes be requested by the City Engineer, the site plan and stormwater management must be updated and resubmitted to reflect these requested changes; this includes a review by City Engineering regarding the improvements proposed within the public sanitary sewer easement area.
2. That the elevations must be updated to note materials proposed, including a note that the fasteners on facades facing the public right-of-way shall be concealed.

3. That the site plan be updated to show the required 50' rear yard setback to ensure the buildings will stay outside of this required setback area.
4. That the site plan be updated to label proposed setbacks from all property lines.
5. That approval of this Phase 1 site plan is for up to 55 employees (at any one time) and should this number increase beyond this, an updated site plan showing compliancy with minimum parking stall count requirements must be resubmitted.
6. That the site plan be updated to clearly label the off-street loading areas.
7. That the site plan be updated to provide the interior greenspace calculation to ensure the minimum 5% requirement is being met.
8. That the reference to 84 parking shall on the landscaping plan be updated to 55.
9. That the lot street frontage calculation listed on the landscaping plan be updated to reflect lot frontage along both Shiloh Rose Parkway SW and Midstates Drive if it does not currently.
10. That sidewalks may be required if/when the City determines a logical connection exists as is allowed per Chapter 136 of the City Code.
11. That the utility connection fee district fees shall be paid prior to building permit issuance.
12. That further clarification be provided on how the exterior trash enclosure will be screened.
13. That the site plan be updated to note that total impervious surface area proposed.
14. That the proposed gravel outdoor storage yard area will require a conditional use permit to be reviewed by the Board of Adjustment and that if approved, this area cannot be used as a parking/drive area.

Staff recommends approval of the attached resolution approving the site plan.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220222-56

CITY OF BONDURANT
RESOLUTION NO. 220222-56

RESOLUTION APPROVING PHASE 1 SITE PLAN FOR THE TEMPLE HOLDINGS
SITE

WHEREAS, Snyder & Associates submitted a site plan request for the Outlot Y of the Shiloh Rose Business Park Plat 1; AND

WHEREAS, the zoning for the property is Limited Industrial and the site plan notes uses proposed must meet the M-1 District; AND

WHEREAS, the Planning & Zoning Commission reviewed the Temple Holdings Site Plan Phase 1 during their meeting on February 10, 2022 and voted on recommended approval subject to the City Code clarification items noted in this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Phase 1 Site Plan for the Temple Holdings site is hereby approved subject to the following City Code clarification items being addressed:

1. That should any changes be requested by the City Engineer or Fire Department, the site plan and stormwater management must be updated and resubmitted to reflect these requested changes; this includes a review by City Engineering regarding the improvements proposed within the public sanitary sewer easement area.
2. That the elevations must be updated to note materials proposed, including a note that the fasteners on facades facing the public right-of-way shall be concealed.
3. That the site plan be updated to show the required 50' rear yard setback to ensure the buildings will stay outside of this required setback area.
4. That the site plan be updated to label proposed setbacks from all property lines.
5. That approval of this Phase 1 site plan is for up to 55 employees (at any one time) and should this number increase beyond this, an updated site plan showing compliancy with minimum parking stall count requirements must be resubmitted.
6. That the site plan be updated to clearly label the off-street loading areas.
7. That the site plan be updated to provide the interior greenspace calculation to ensure the minimum 5% requirement is being met.
8. That the reference to 84 parking stalls on the landscaping plan be updated to 55.
9. That the lot street frontage calculation listed on the landscaping plan be updated to reflect frontage of both Shiloh Rose Parkway SW and Midstates Drive if it does not currently.
10. That sidewalks may be required if/when the City determines a logical connection exists as is allowed per Chapter 136 of the City Code.
11. That the utility connection fee district fees shall be paid prior to building permit issuance.
12. That further clarification be provided on how the exterior trash enclosure will be screened.

13. That the site plan be updated to note that total impervious surface area proposed.
14. That the proposed gravel outdoor storage yard area will require a conditional use permit to be reviewed by the Board of Adjustment and that if approved, this area cannot be used as a parking/drive area.

Passed this 22nd day of February 2022

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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				