

**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/83046032323>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL AUGUST 15, 2022

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on August 15, 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 August 1, 2022
- b. Applications for City Council Approval
- c. Claims List
- d. Outstanding Obligation Report
- e. - Resolution approving action to set a date for a public hearing on the Award of Contract for Ditch #2 Stream Restoration Project and The Eagle Park Restoration Project
- f. - Consideration of resolution approving Economic Development Incentive Program & Policy
- g. - Resolution approving Pay Request No. 19 including retainage release to Vendors for the Bondurant Library Expansion Project in the amount of \$6,345.20
- h. - Resolution approving Pay Request No. 13 for the Northeast Storm Sewer Public Infrastructure Project
- i. - Consideration of a Resolution approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community
- j. - Resolution approving Change Order No. 5 for Commerce Crossings Phase 2 Public Improvements Project

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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- k. - Resolution approving Pay Request No. 13 for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project
 - l. - Resolution approving Change Order No. 1 for the Traffic Signal Covers for the Hwy 65 Underpass Project TAP-T-0747(613)—8V-77
 - m. - Resolution approving Change Order No. 2 for the Special Backfill needed for the Hwy 65 Underpass Project TAP-T-0747(613)—8V-77
 - n. - Resolution approving Dog Park Fencing Proposal from Platinum Fencing in the amount of \$34,811.00
 - o. - Resolution affixing a date for a public hearing to consider a request for rezoning from Agricultural (A-1) to Planned Unit Development (R-5) on property at Parcel 231/00021-000-108
 - p. O-220801-209 - (Second Reading) Ordinance amending Chapter 47 of the Bondurant Code of Ordinances related to Parks regulations and establishing Dog Park Regulations
 - q. - Resolution approving Civic Campus Master Plan consultant and authorizing the Mayor to Execute and Agreement
 - r. - Resolution approving Pay Request No. 1 for the Ditch #2 Streambank Restoration Project
 - s. - Resolution approving Action to Order Construction and Set Date of Letting for the Franklin Street Water Main Project
6. Guests requesting to address the City Council
7. **Public Hearing**
- a. Public Hearing on Plans and Specifications and Form of Contract for the Ditch 2 and Eagle Park Restoration Project
8. Action Items
- a. - Resolution approving plans, specifications, and form of contract for the Eagle Park Restoration and Ditch #2 Bid Pack 2 Project
 - b. - Resolution approving the Site Plan at 3410 Henry Street, SW
9. Reports / Comments and appropriate action thereon:
- a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors

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

August 1, 2022

Bondurant City Council

1. Roll Call

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

Absent: Council Member Chad Driscoll

City Officials Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Planning & Community Development Director Maggie Murray, Library Director Jill Sanders, Fire Chief Aaron Kreuder, Planning & Zoning Commission Member Brian Clayton

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.

a. Approval of City Council Meeting Minutes of July 18, 2022

b. Claims List and Treasurer's Report

c. Applications for City Council Approval

d. R-220801-152- Resolution of endorsement for City of Bondurant's grant application to the Iowa Department of Natural Resources' REAP City Parks & Open Spaces Program for funding request to construct the Park Side to BRSC trail connection

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

- e. R-220801-153- Resolution approving action to order construction and set setting date for public hearing and letting for the Eagle Park Restoration Project
 - f. R-220801-154- Resolution to set date of public hearing on plans and specifications for the Ditch #2 Plantings and Eagle Park Restoration Project
 - g. R-220801-155- Resolution approving amendment to the Professional Services Agreement with Veenstra & Kimm for 16th Street, NE, increasing the fee by \$5,000 to add the conceptual design of the intersection to the scope of services
 - h. R-220801-156- Resolution approving the Friedrickson Plat of Survey in unincorporated Polk County within 2 miles of Bondurant's city limits
 - i. R-220801-159- Resolution approving Pay Request No. 12 to Absolute Infrastructure for the Northeast Storm Sewer Public Infrastructure Project in the amount of \$1,252.80
Motion by Pepper, seconded by Cox, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa. Nays: None. Absent: Driscoll. Motion carried 4-0.
6. Guests requesting to address the City Council
None.
7. Action Items
- a. O-220801-209 - (First Reading) Ordinance amending Chapter 47 of the Bondurant Code of Ordinances related to Parks regulations and establishing Dog Park Regulations
Motion by Pepper, seconded by Cox, to Approve the first reading of O-220801-209. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa. Nays: None. Absent: Driscoll. Motion carried 4-0.
 - b. R-220801-158- Discussion and possible consideration of resolution approving Economic Development Incentive Program & Policy
After discussion, the council decided to move this item to the next meeting for action.
8. Discussion Items -
- a. DEI Committee

City Administrator Oliver updated the council on the committee and their goals, which included the following subgroups/workgroups: education and training, city ordinance codes, welcome and events, and community needs.

- b. Updated Vision/Mission/Values information
City Administrator Oliver presented the updated draft for the vision, mission and values for the City of Bondurant.

9. Reports / Comments and appropriate action thereon:

- a. Mayor
None.
- b. Council Members
Cox - Chamber & BDI update.
Peffer - Character Counts event update.
McKenzie - None.
Sillanpaa - Wisteria Heights plat comments.
- c. Administrator
Grant update for Rec 'n Roll, Lake Petocka parking lot update.
- d. Directors
Murray - P&Z update, certified site update.
Sanders - Summer Reading Program update.
Kreuder - Touch-A-Truck event update.

10. **Closed Session-** Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Motion by Peffer, seconded by Cox, to Move into closed session at 07:04 PM. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa. Nays: None. Absent: Driscoll. Motion carried 4-0.

Mayor Elrod closed the closed session at 07:40 PM.

11. Adjournment
Motion by Peffer, seconded by Cox, to adjourn at 07:41 PM. Vote on Motion 0-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

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

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on August 1, 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 8/15/2022
Motion

TITLE: Applications for City Council Approval

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Tax Abatement Applications
2. Los Altos Iowa Beverage Division Application

Tax Abatement Applications
August 15, 2022
City of Bondurant

Name	Address	Closing Date	Cost
Chandra Stanford	221 Creekside Drive, SW	7/28/2022	\$535,800.00
Sandra K. Wollard	94 Landon Drive, NW	7/13/2022	\$433,423.00
Sarah Cook	704 Spruce Street, NW	7/12/2022	\$259,000.00



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Los Altos Mexican Restaurant LLC	Los Altos Mexican Restaurant	(641) 221-0920		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
87 Payne St		Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
C/O LUIS HUERTA 520 HARRISON ST	STUART	Iowa	50250	

Contact Person

NAME	PHONE	EMAIL
LUIS HUERTA FERNANDEZ	(641) 221-0920	losaltosmexican@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0046599	Class C Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 1, 2022	Aug 31, 2023	

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Catering, Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
LUIS HUERTA FERNANDEZ	STUART	Iowa	50250	PARTNER	75.00	No
IGNACIO GUTIERREZ LEMUS	GREENFIELD	Iowa	50849	PARTNER	25.00	No
Karen Havens						

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

Sep 1, 2022

POLICY EXPIRATION DATE

Sep 1, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division



Check Register

Packet: APPKT00639 - 8/1/22 AP1 FOR MEETING ON 8/15/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2600	AIRGAS USA, LLC	08/01/2022	Regular	0.00	286.30	60640
2188	AMAZON	08/01/2022	Regular	0.00	1,070.70	60641
	Void	08/01/2022	Regular	0.00	0.00	60642
0048	BAKER & TAYLOR	08/01/2022	Regular	0.00	2,922.58	60643
0910	BONDURANT-FARRAR COMM SCHOOL	08/01/2022	Regular	0.00	100.00	60644
2454	BOOT BARN	08/01/2022	Regular	0.00	152.99	60645
1537	BOUND TREE MEDICAL LLC	08/01/2022	Regular	0.00	11.96	60646
1718	BRICK STREET MARKET	08/01/2022	Regular	0.00	263.34	60647
2274	CRAIG MARSHMAN	08/01/2022	Regular	0.00	160.95	60648
0145	DIAM PEST CONTROL	08/01/2022	Regular	0.00	75.00	60649
2620	EDWARD WEGELE	08/01/2022	Regular	0.00	35.00	60650
2137	JESTER INSURANCE SERVICE	08/01/2022	Regular	0.00	92,677.00	60651
2575	EMERGENCY SERVICES CONSULTING II	08/01/2022	Regular	0.00	5,500.00	60652
2473	FINDAWAY WORLD LLC	08/01/2022	Regular	0.00	655.37	60653
1069	FIRST NATIONAL BANK OMAHA	08/01/2022	Regular	0.00	1,148.31	60654
1927	HARTER CONCRETE LLC	08/01/2022	Regular	0.00	14,542.70	60655
2577	HOOPLA	08/01/2022	Regular	0.00	489.05	60656
0784	IOWA PARKS & RECREATION ASSOC	08/01/2022	Regular	0.00	180.00	60657
1402	INTERSTATE POWER SYSTEMS INC.	08/01/2022	Regular	0.00	688.10	60658
2499	IOWA COMMERCIAL REAL ESTATE EXP	08/01/2022	Regular	0.00	1,000.00	60659
2078	KADETH INC	08/01/2022	Regular	0.00	105.88	60660
1167	KEY COOPERATIVE	08/01/2022	Regular	0.00	1,166.16	60661
0251	MICROBAC LABORATORIES, INC	08/01/2022	Regular	0.00	55.00	60662
1340	KONICA MINOLTA	08/01/2022	Regular	0.00	539.31	60663
2619	KONICA MINOLTA PREMIER FINANCE	08/01/2022	Regular	0.00	391.00	60664
0040	MEDIACOM	08/01/2022	Regular	0.00	567.54	60665
0842	MENARDS	08/01/2022	Regular	0.00	29.96	60666
0599	MICROMARKETING LLC	08/01/2022	Regular	0.00	338.63	60667
0308	MUNICIPAL SUPPLY	08/01/2022	Regular	0.00	4,586.50	60668
0286	METRO WASTE AUTHORITY	08/01/2022	Regular	0.00	30,677.39	60669
1134	PETTY CASH	08/01/2022	Regular	0.00	127.52	60670
2017	RDG PLANNING & DESIGN	08/01/2022	Regular	0.00	11,760.00	60671
2622	ROBERT PACE	08/01/2022	Regular	0.00	1,500.00	60672
1534	STRATUS BUILDNG SOLUTIONS IOWA	08/01/2022	Regular	0.00	1,326.56	60673
1346	STRYKER SALES CORPORATION	08/01/2022	Regular	0.00	3,947.40	60674
2117	SUBSURFACE SOLUTIONS	08/01/2022	Regular	0.00	116.57	60675
2406	UNIQUE	08/01/2022	Regular	0.00	34.95	60676
0525	US CELLULAR	08/01/2022	Regular	0.00	486.19	60677
1161	VEENSTRA & KIMM, INC.	08/01/2022	Regular	0.00	74,691.55	60678
2621	WATTS BACKHOE, INC.	08/01/2022	Regular	0.00	1,900.00	60679
1287	WATTS VAULT & MONUMENT CO.	08/01/2022	Regular	0.00	1,140.00	60680
2433	WEX BANK	07/15/2022	Bank Draft	0.00	5,948.49	DFT0001708
2433	WEX BANK	07/15/2022	Bank Draft	0.00	-18.45	DFT0001709
2254	TCM BANK NA	07/25/2022	Bank Draft	0.00	1,712.78	DFT0001710
2254	TCM BANK NA	07/25/2022	Bank Draft	0.00	4,497.22	DFT0001711
0291	MIDAMERICAN ENERGY	08/08/2022	Bank Draft	0.00	8,853.04	DFT0001712
0161	LEGACY BANK	07/14/2022	Bank Draft	0.00	64.00	DFT0001713

Check Register

Packet: APPKT00639-8/1/22 AP1 FOR MEETING ON 8/15/22

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0772	FRANCOTYP-POSTALIA INC	07/25/2022	Bank Draft	0.00	500.00	DFT0001714

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	86	40	0.00	257,447.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	7	7	0.00	21,557.08
EFT's	0	0	0.00	0.00
	93	48	0.00	279,004.54

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2022	12,740.94
999	POOLED CASH	8/2022	266,300.50
			279,041.44



Check Register

Packet: APPKT00643 - 8/1/22 AP2 FOR MEETING ON 8/15/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2188	AMAZON	08/01/2022	Regular	0.00	124.81	60639

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	1	0.00	124.81
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
	6	1	0.00	124.81

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2022	124.81
			124.81



Check Register

Packet: APPKT00644 - 8/2/22 AP FOR MEETING ON 8/15/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0805	U.S. POSTAL SERVICE	08/03/2022	Regular	0.00	76.00	60681

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	76.00
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	76.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2022	76.00
			76.00



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00645 - 7/8/22 IRS PCORI PAYMENT

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 61.18

INV0002243	Invoice	7/8/2022	7/8/2022	7/8/2022	7/8/2022	61.18	0.00	0.00	0.00	61.18
PCORI FEE	AP Bank Code - AP Bank				No	Payment Date: 7/8/2022		Bank Draft:		DFT0001715

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PCORI FEE	Service	0.00	0.00	61.18	0.00	0.00	0.00	61.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-150-6111	PCORI		4.71	7.70%
112-160-6111	PCORI		4.70	7.69%
112-170-6111	PCORI		4.70	7.69%
112-210-6111	PCORI		4.71	7.70%
112-410-6111	PCORI		4.70	7.69%
112-430-6111	PCORI		4.70	7.69%
112-440-6111	PCORI		4.70	7.69%
112-450-6111	PCORI		4.70	7.69%
112-520-6111	PCORI		4.70	7.69%
112-540-6111	PCORI		4.70	7.69%
112-620-6111	PCORI		4.70	7.69%
112-621-6111	PCORI		4.71	7.70%
112-840-6111	PCORI		4.75	7.69%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	61.18	0.00	0.00	0.00	61.18	61.18	0.00
Grand Total:		61.18	0.00	0.00	0.00	61.18	61.18	0.00

Account Summary

Account	Name	Amount
112-150-6111	PCORI	4.71
112-160-6111	PCORI	4.70
112-170-6111	PCORI	4.70
112-210-6111	PCORI	4.71
112-410-6111	PCORI	4.70
112-430-6111	PCORI	4.70
112-440-6111	PCORI	4.70
112-450-6111	PCORI	4.70
112-520-6111	PCORI	4.70
112-540-6111	PCORI	4.70
112-620-6111	PCORI	4.70
112-621-6111	PCORI	4.71
112-840-6111	PCORI	4.75
Total:		61.18



Payroll Check Register

Checks

Pay Period: 7/18/2022-7/31/2022

Packet: PYPKT00324 - 07/18-07/31/2022 PAID 07/05/2022

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
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*** No Checks Created In This Packet ***



Payroll Check Register

Direct Deposits

Packet: PYPKT00324 - 07/18-07/31/2022 PAID 07/05/2022
Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Date	Amount	Number
BAILEY, BOYCE E	7104	08/05/2022	1,495.31	102810
BERGESON, JOHN W	7121	08/05/2022	1,774.37	102811
BRIGGS, ASHTON S	1511	08/05/2022	960.72	102812
BRUCE, EMMA	3141	08/05/2022	1,090.80	102813
BUCKLIN, JEFFERY D	1562	08/05/2022	692.11	102814
CARPENTER, JOHN C	5129	08/05/2022	1,577.83	102815
COLLINS JR, ANTHONY M	9152	08/05/2022	1,456.82	102816
COLLINS JR, ANTHONY M	9152	08/05/2022	30.00	102816
COLLISON, PATRICK F	5103	08/05/2022	2,063.06	102817
CORY, JOHN P	7120	08/05/2022	1,483.29	102818
CRITTENDEN, MATTHEW	1567	08/05/2022	918.21	102819
EHLER, AANNA N	1575	08/05/2022	1,784.15	102820
GERDNER, RONALD L	7122	08/05/2022	1,506.51	102821
HAGAN, SHELBY L	5118	08/05/2022	2,406.12	102822
HAHN, NATHAN D	1521	08/05/2022	425.30	102823
HARMISON, TROY G	1503	08/05/2022	1,671.62	102824
HIGGINS, DAVID P.	7105	08/05/2022	1,460.95	102825
HORTON, JOHN C	7112	08/05/2022	100.00	102826
HORTON, JOHN C	7112	08/05/2022	3,222.05	102826
HUFF, TIMOTHY J	1559	08/05/2022	1,865.16	102827
HURST, MORGHAN	1570	08/05/2022	369.32	102828
JESS, JENE N	5123	08/05/2022	3,363.88	102829
JOHNSON, ANNASTASHA	5130	08/05/2022	1,332.93	102830
KENT, RONALD D	7115	08/05/2022	936.16	102831
KING, CHRISTINA M	3143	08/05/2022	401.51	102832
KLINKER-FELD, MICHELL M	3135	08/05/2022	2,091.55	102833
KOOIKER, ASHTON BRENT	7123	08/05/2022	1,418.57	102834
KREUDER, AARON M	1441	08/05/2022	3,380.10	102835
LUNDQUIST, BRADLEY D	1555	08/05/2022	423.06	102836
MANGUM, MEGAN SUSANNA	3142	08/05/2022	1,341.84	102837
MARSHMAN, CRAIG A	5125	08/05/2022	1,527.47	102838
MORRIS, REBECCA L	1504	08/05/2022	2,581.30	102839
MURRAY, MARGARET	5126	08/05/2022	3,175.03	102840
OLIVER, MARKETA S	8403	08/05/2022	300.00	102841
OLIVER, MARKETA S	8403	08/05/2022	3,056.94	102841
PHIPPS-BUCKLIN, CHANTEL E	4145	08/05/2022	709.44	102842
REYNOLDS, RAY A	1537	08/05/2022	964.51	102843
SANDERS, JILL C	3128	08/05/2022	3,004.50	102844
SCHINCKE, MEGAN	3137	08/05/2022	1,100.99	102845
SCHINCKE, MEGAN	3137	08/05/2022	471.85	102845
SPOERRY, DANIELLE M	1527	08/05/2022	1,361.69	102846
SUMMERS, ALAN C	1534	08/05/2022	1,585.09	102847
VAN HOUTEN, NICOLE M	5121	08/05/2022	1,644.14	102848
WILIMEK, RACHEL R	1580	08/05/2022	1,328.63	102849



Payroll Check Register

Report Summary

Packet: PYPKT00324 - 07/18-07/31/2022 PAID 07/05/2022
Payroll Set: City of Bondurant, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	44	65,854.88
Total	44	65,854.88



Refund Check Register

Refund Check Detail

UBPKT02908 - Refunds 01 UBPKT02906 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01189-02	ELIZA LOWER	8/9/2022	60683	12.71			12.71	Generated From Billing
01-01499-03	RACHEL & LORILEI BAKER	8/9/2022	60684	67.12			67.12	Generated From Billing
01-01640-02	AMBER MILLER	8/9/2022	60685	135.82			135.82	Generated From Billing
01-01652-02	COURTNEY LAMBERTI	8/9/2022	60686	88.70			88.70	Generated From Billing
01-01785-03	BRODERSEN, WILLIAM S	8/9/2022	60687	45.34			45.34	Generated From Billing
01-02295-02	RULEY, LUCAS	8/9/2022	60688	124.75			124.75	Generated From Billing
01-02370-05	WILLIAM MCCLOUD	8/9/2022	60689	61.76			61.76	Generated From Billing
01-02392-09	PURDY, HANNAH	8/9/2022	60690	105.97			105.97	Generated From Billing
01-02621-02	BALLARD, SAMANTHA M	8/9/2022	60691	119.41			119.41	Generated From Billing
01-02780-06	HEATHER LISKE	8/9/2022	60692	67.12			67.12	Generated From Billing
01-02899-01	STEIMEL, SYDNEY	8/9/2022	60693	97.46			97.46	Generated From Billing
01-03573-04	FARVER, SARAH L	8/9/2022	60694	117.88			117.88	Generated From Billing
02-01273-02	SHANNON CLINE	8/9/2022	60695	141.67			141.67	Generated From Billing
06-02469-03	SITZMAN, BREANA A	8/9/2022	60696	99.38			99.38	Generated From Billing
07-01076-01	FINE LINE WOODWORKS	8/9/2022	60697	40.03			40.03	Generated From Billing
12-01190-02	REBECCA GOODRICH	8/9/2022	60698	64.83			64.83	Generated From Billing
16-01457-00	ELSON, CHARLES	8/9/2022	60699	201.61			201.61	Generated From Billing
16-01520-00	ORTON HOMES, LLC	8/9/2022	60700	124.75			124.75	Generated From Billing
16-01587-00	OAKSTONE HOMES, INC	8/9/2022	60701	117.12			117.12	Generated From Billing
16-01740-00	SAGE HOMES	8/9/2022	60702	59.87			59.87	Generated From Billing
16-01750-00	GREENLAND HOMES	8/9/2022	60703	121.70			121.70	Generated From Billing
Total Refunds: 21				Total Refunded Amount:	2,015.00			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2015.00
Revenue Total:	2015.00

General Ledger Distribution

Posting Date: 08/01/2022

Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER			
600-000-1101	CLAIM ON POOLED CASH	-2,015.00	Yes

General Ledger Distribution

Posting Date: 08/01/2022

	Account Number	Account Name	Posting Amount	IFT
	600-050-2141	APPLIED CREDITS	2,015.00	
		600 Total:	0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-2,015.00	
	999-050-2300	DUE TO OTHER FUNDS	2,015.00	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



Check Register

Packet: APPKT00647 - PYPKT00324 - 07/18-07/31/2022 PAID
07/05/2022

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	08/04/2022	Regular	0.00	254.77	60682

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	8/2022	254.77
			254.77



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

Item No. 5.d.
For Meeting of 8/15/2022
Receive and File

TITLE: Outstanding Obligation Report

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: Attached is the Annual debt reporting required to be submitted to the State of Iowa.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Receive and file annual Outstanding Obligations Report

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Outstanding Obligation Report

Michael L. Fitzgerald
Treasurer of Iowa

**Outstanding Obligations
Disclosure Statement
Report Year 2022**

TABLE ONE

(Please type or print)

Federal ID Number: 426004287 City

Bondurant Address: 200 2nd St NE
PO Box 37
City: Bondurant State: IA Zip Code: 50035

County: Polk County Phone: 515-630-6981

Contact Person: Jené N Jess

Please refer to the complete instructions enclosed:

1. Verify the federal ID number, address, phone, contact, etc. at the top of the form. If something is incorrect, draw a line through it and write the correct information above it.
2. Verify the pre-printed information at the bottom of the form. If something is incorrect, draw a line through it and write the correct information on the line below it. If a debt is no longer outstanding, draw a line through the amount and write "0" in the line below it.
3. List any new or previously omitted issues.
4. Refer to the complete instructions for the Purpose and Security Classification letters.
5. Enter the total amount of debt outstanding on 6/30/2022 from this page at the bottom - "Total Outstanding Debt from this page."

Issue Date	Maturity Date	Amount Issued	Amount Outstanding	Purpose	Security Classification
08/01/2005	06/01/2026	\$1,221,212.86	\$394,485.59	Utilities/Sewers	Revenue Bonds
03/05/2014	06/01/2029	\$1,130,000.00	\$720,000.00	Utilities/Sewers	General Obligation
03/05/2014	06/01/2024	\$500,000.00	\$108,100.00	Utilities/Sewers	Revenue Bonds
05/31/2017	06/01/2026	\$895,000.00	\$560,000.00	Parks/Recreation	General Obligation
07/06/2011	06/01/2026	\$1,550,000.00	\$545,000.00	Transportation	General Obligation
06/12/2013	06/01/2025	\$2,265,000.00	\$460,000.00	Parks/Recreation	General Obligation
06/01/2013	12/01/2025	\$778,074.00	\$0.00	Utilities/Sewers	Revenue Bonds
06/18/2018	06/01/2029	\$2,455,000.00	\$1,870,000.00	Utilities/Sewers	General Obligation
02/03/2020	06/30/2032	\$2,135,000.00	\$2,035,000.00	Other	General Obligation
02/03/2020	06/30/2034	\$7,045,000.00	\$6,945,000.00	Transportation	General Obligation
06/30/2020	06/30/2035	\$2,665,000.00	\$2,370,000.00	Utilities/Sewers	Revenue Bonds
11/04/2020	06/30/2040	\$3,580,000.00	\$3,240,000.00	Public Buildings/Schools	General Obligation
12/30/2020	06/30/2040	\$2,290,000.00	\$2,090,000.00	Utilities/Sewers	Revenue Bonds
02/02/2021	06/30/2037	\$6,050,000.00	\$6,050,000.00	Utilities/Sewers	General Obligation
02/22/2022	06/01/2041	\$13,700,000.00	\$13,700,000.00	Public Buildings/Schools	General Obligation



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

Item No. 5.e.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving action to set a date for a public hearing on the Award of Contract for Ditch #2 Stream Restoration Project and The Eagle Park Restoration Project

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS: The Eagle Park Project is moving forward to add a creek entry spot, as envisioned in the Regional Water Trail Plan. This includes bioretention cells, native grasses, benches, trees, soft walking trails, and butterfly gardens.

The first phase of this project will include:

- Installing an 8' crushed limestone walking trail throughout Eagle Park.
- Establishing a Mud Creek access point.
- Stormwater wetlands are near the access point.
- Installing three solar-powered charging benches along the walking path.
- Establish native planting area.
- Establish a butterfly garden.
- Planting 100 trees.
- Installing wayfinding and interpretative signage.

Future Eagle Park Improvements:

Paved trail connection through Eagle Park to link the neighborhoods east and west. An overlook will be constructed near the detention pond area. The paved trail and overlook improvements will be constructed at a later date.

The City has had improvements to Eagle Park in the Parks and Trailways Master Plan since 2012.

The City Council set the date of public hearing and approved action to order construction and set the date for public hearing and letting for the Eagle Park Restoration project at its August 1st meeting. The public hearing will be held later on this agenda and bids are due August 23, 2022 at 2:00 p.m. The attached resolution sets the date of a public hearing on contract award for September 6, 2022 at 6:00 p.m.

FUNDING SOURCE:

Facebook has committed \$150,000 towards the project and the Natural Resource Commission approved the City of Bondurant's grant application for the FY22 REAP City Parks and Open Spaces Grants. Bondurant is awarded \$100,000 towards the Eagle Park Project. A pre-grant application will be submitted to the Iowa Department of Agriculture and Land Stewardship's Water Quality Initiative Grant Program to seek funding to implement the wetland project in Eagle Park. A grant application will be submitted to MidAmerican Trees Please! Grant Program requesting \$4,000 in grant funding.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:**ATTACHMENTS:**

1. RESOLUTION NO. 220815-160

CITY OF BONDURANT
RESOLUTION NO. 220815-160

RESOLUTION APPROVING ACTION TO SET DATE OF PUBLIC HEARING ON
AWARD OF CONTRACT FOR DITCH #2 STREAM RESTORATION PROJECT AND
THE EAGLE PARK RESTORATION PROJECT

WHEREAS the City Council ordered construction for the Eagle Park Restoration Project on August 1, 2022; AND

WHEREAS the City Council will hold a public hearing on contract approval and award of contract for the Ditch #2 Stream Project and the Eagle Park Restoration Project at 6:00 p.m. on September 6th, 2022, at 200 Second Street NE; AND

WHEREAS bids are due and will be opened August 23rd, 2022, at 2:00 pm.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the action to set date of public hearing for Contract Award for the Ditch #2 Stream Project and the Eagle Park Restoration Project is hereby approved as presented.

Passed this 15th day of August 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				



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

Item No. 5.f.
For Meeting of 8/15/2022
Resolution

TITLE: - Consideration of resolution approving Economic Development Incentive Program & Policy

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: Staff have been working continually to identify any gaps in the City's financial policies. Over the past few years, the Council has adopted the Internal Audit Function, Strategic Evaluation, and Internal Controls Policy, a Bad Debt Policy, and Investment Policy, and a Procurement Policy. Attached is a draft Economic Development Incentive Program & Policy which codifies current practices. Adopting the policy is helpful to guide staff in pursuing economic development projects and also provides the development community with an idea of types and levels of incentives the City will consider.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220801-158

CITY OF BONDURANT
RESOLUTION NO. 220801-158

RESOLUTION APPROVING THE CITY'S ECONOMIC DEVELOPMENT AND
INCENTIVE POLICY

WHEREAS, it is the policy of the City of Bondurant to invest public funds in economic development efforts a manner that mitigates risk and leverages financial impact; AND

WHEREAS, the City wishes to adopt a policy to guide staff in economic development efforts and to promote transparency with for the economic development community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the City of Bondurant Economic Development Incentive Program and Policy, is hereby approved as presented.

Passed this 15th day of August 2022,

By: _____
Doug Elrod, Mayor

ATTEST: I, Craig Marshman, Interim 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				
Mackenzie				
Peffer				
Sillanpaa				



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

Item No. 5.g.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Pay Request No. 19 including retainage release to Vendors for the Bondurant Library Expansion Project in the amount of \$6,345.20

CONTACT PERSON:

Jill Sanders, Library Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay request no.19 in the amount of \$6,345.20 related to construction of the Library Renovation and Expansion Project. Story Construction is managing the project and the payments are made to multiple vendors as detailed in the attached Application and Certificate for Payment. The project is complete and this pay application represents the final payment. The overall project effectively doubled the size of the library and renovated the older spaces.

This pay application is for work completed through June 30, 2022 and includes payment of some retainage as the project winds to a conclusion. The Library Board recommends payment.

FUNDING SOURCE: Bond/LOSST

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-161
2. Bondurant Library Pay Request No. 19

CITY OF BONDURANT
RESOLUTION NO. 220815-161

RESOLUTION APPROVING PAY REQUEST NO. 19 TO MULTIPLE VENDORS FOR
THE LIBRARY RENOVATION AND EXPANSION PROJECT MANAGED BY STORY
CONSTRUCTION IN THE AMOUNT OF \$6,345.20

WHEREAS, Story Construction submitted Pay Request No. 19 for the Library Renovation and Expansion Project; AND

WHEREAS the pay request is the total amount for multiple vendors, each under individual contracts; AND

WHEREAS the full value of the work completed is and the amount certified for this Pay Request in the above-referenced amount; AND

WHEREAS, this is for work completed through June 30, 2022, and includes payment of retainage.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request in the above-referenced amount is hereby approved.

Passed this 15th day of August 2022,

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk for 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

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of Bondurant
Application No: 19

Project: Bondurant Community Library Expansion
Period to: June 30, 2022

Distribution to: Owner
Const. Mgr. Architect
Contractor

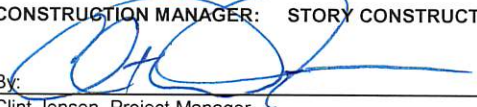
CONTRACTOR'S APPLICATIONS FOR PAYMENT

Contractor	Estimated Contract Amount	Net Change by Change Orders	Contract Sum to Date	Total Completed & Stored to Date	Retainage	Total Earned less Retainage	Less Previous Certificates for Payment	Balance to Finish, Including Retainage	Current Payment Due
Bid Package 03-1 Smart Concrete Solutions	145,000	10,098.00	155,098	155,098.00		155,098.00	155,098.00	0.00	\$ -
Bid Package 04-1 Seedorff Masonry Inc	269,285	8,903.00	278,188	278,188.00		278,188.00	278,188.00	0.00	\$ -
Bid Package 06-1 R.H. Grabau Construction	591,999	401.12	592,400.12	592,400.12		592,400.12	592,400.12	0.00	\$ -
Bid Package 07-3 For Sure Roofing & Sheet Metal	126,757		126,757	126,757.00		126,757.00	126,757.00	0.00	\$ -
Bid Package 08-1 Mid-American Glazing Systems, Inc	124,000	2,904.00	126,904.00	126,904.00	0.00	126,904.00	120,558.80	0.00	\$ 6,345.20
Bid Package 09-1 Hilsbeck-Schacht, Inc	268,608	3,056.80	271,665	271,664.80		271,664.80	271,664.80	0.00	\$ -
Bid Package 09-5 Ideal Floors, Inc	69,845	(3.00)	69,842	69,842.00		69,842.00	69,842.00	0.00	\$ -
Bid Package 21-1 Summit Fire Protection	38,400		38,400	38,400.00		38,400.00	38,400.00	0.00	\$ -
Bid Package 22-1 Brockway Mechanical & Roofing Co	258,263	2,819.68	261,083	261,082.68		261,082.68	261,082.68	0.00	\$ -
Bid Package 26-1 Nelson Electric Company of Central IA	288,180	8,447.43	296,627	296,627.43		296,627.43	296,627.43	0.00	\$ -
Bid Package 31-1 Absolute Concrete Construction	359,069	87,324.56	446,394	446,393.56		446,393.56	446,393.56	0.00	\$ -
Totals	2,539,406	123,951.59	2,663,358	2,663,357.59	0.00	2,663,357.59	2,657,012.39	0.00	\$ 6,345.20

CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by these attached Applications and Certificates for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by these Contractor's for Work for which previous Application's and Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein are now due.

CONSTRUCTION MANAGER: STORY CONSTRUCTION CO.

By: 
Clint Jensen, Project Manager

Date: 7/5/22

This Certificate is not negotiable. The AMOUNTS CERTIFIED are payable only to the Contractor's named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

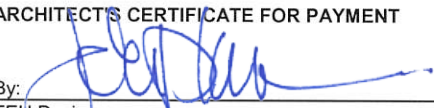
OWNER'S CERTIFICATE FOR PAYMENT

OWNER: CITY OF BONDURANT/BONDURANT COMMUNITY LIBRARY

By: _____
City of Bondurant, Mayor

Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

By: 
FEH Design

Date: 08-04-2022



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

Item No. 5.h.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Pay Request No. 13 for the Northeast Storm Sewer Public Infrastructure Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay app #13 in the amount of \$308.27 related to the Northeast Storm Sewer Public Infrastructure Improvement Project.

This pay application has been reviewed by engineering staff at Veenstra & Kim and by City Staff for accuracy and is for work completed through July 31st, 2022.

Release of retainage and project acceptance will be on the September 6th, 2022 agenda

FUNDING SOURCE: Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-162
2. Pay Request No. 13

CITY OF BONDURANT
RESOLUTION NO. 220815-162

RESOLUTION APPROVING PAY REQUEST NO. 13 TO ABSOLUTE
INFRASTRUCTURE FOR THE NORTHEAST STORM SEWER PUBLIC
INFRASTRUCTURE PROJECT IN THE AMOUNT OF \$308.27

WHEREAS, the Northeast Storm Sewer Public Infrastructure Project Pay Application #13 was submitted on August 9th, 2022; AND

WHEREAS, the pay application #13 is for the Northeast Storm Sewer Public Infrastructure Project; AND

WHEREAS, Engineers from Veenstra & Kim and City Staff have reviewed the change order for accuracy; AND

WHEREAS, the amount for Pay Application #13 is \$308.27

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Application #13 for Absolute Infrastructure in the amount of \$308.27 is hereby approved.

Passed this 15th day of August 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				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

AIA Type Document
Application and Certification for Payment

Pg 1 of 4

TO (OWNER):
City of Bondurant
200 2nd St. NE
Bondurant, IA 50035

FROM (CONTRACTOR): Absolute Infrastructure
PO BOX 148
SLATER, IA 50244

PROJECT: NE Storm Sewer Bondurant
Bondurant, IA 50035

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: NE Storm Sewer Bondurant

APPLICATION NO: 13
PERIOD TO: 7/31/2022

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR:

CONTRACT DATE: 11/2/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 760,937.50

2. Net Change by Change Orders \$ 36,977.04

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 797,914.54

4. TOTAL COMPLETED AND STORED TO DATE \$ 773,654.98

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 38,682.87

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 38,682.87

6. TOTAL EARNED LESS RETAINAGE \$ 734,972.11
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 734,663.84

8. CURRENT PAYMENT DUE \$ 308.27

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 62,942.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	36,977.04	0.00
Total approved this Month	0.00	0.00
TOTALS	36,977.04	0.00
NET CHANGES by Change Order	36,977.04	

CONTRACTOR: Absolute Infrastructure
PO BOX 148 SLATER, IA 50244

By: Erica Thompson Controller
State of: IA
County of: Story
Date: 08/01/22

Subscribed and Sworn to before me this 1st

Notary Public: Olivia Finn
My Commission Expires: 4.12.2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 308,27
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Greg Koff Date: 8/9/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Pg 2 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035			PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035			APPLICATION NO: 13 PERIOD TO: 7/31/2022			DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR			
FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244			VIA (ARCHITECT):			ARCHITECT'S PROJECT NO: NE Storm Sewer Bondu						
CONTRACT FOR:			CONTRACT DATE: 11/2/2020									
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	2.01 - Clearing and Grubbing	1.000	26,214.0000	26,214.00	1.000	26,214.00	.000	0.00	0.00	26,214.00	100.00	.00
1	2.02 - Topsoil Strip Salvage and Respread	1,635.000	43.0000	70,305.00	1,635.000	70,305.00	.000	0.00	0.00	70,305.00	100.00	.00
1	2.03 - Class 10 Excavation	343.000	44.0000	15,092.00	343.000	15,092.00	.000	0.00	0.00	15,092.00	100.00	.00
1	2.04 - Subgrade Preparation	796.000	8.0000	6,368.00	796.000	6,368.00	.000	0.00	0.00	6,368.00	100.00	.00
1	2.05 - Modified Subbase	796.000	16.0000	12,736.00	796.000	12,736.00	.000	0.00	0.00	12,736.00	100.00	.00
1	2.06 - Compaction Testing	1.000	1,526.0000	1,526.00	1.000	1,526.00	.000	0.00	0.00	1,526.00	100.00	.00
1	4.01 - Storm Sewer Trenched RCP 18"	22.700	101.5000	2,304.05	22.700	2,304.05	.000	0.00	0.00	2,304.05	100.00	.00
1	4.02 - Storm Sewer Trenched RCP 30"	260.000	90.0000	23,400.00	260.000	23,400.00	.000	0.00	0.00	23,400.00	100.00	.00
1	4.03 - Storm Sewer Trenched RCP 48"	1,453.400	166.0000	241,264.40	1,453.400	241,264.40	.000	0.00	0.00	241,264.40	100.00	.00
1	4.04 - Removal of Storm Sewer	50.000	24.0000	1,200.00	50.000	1,200.00	.000	0.00	0.00	1,200.00	100.00	.00
1	4.05 - Removal of Culvert	220.000	35.0000	7,700.00	220.000	7,700.00	.000	0.00	0.00	7,700.00	100.00	.00
1	4.06 - Pipe Culvert CMP 18"	24.000	81.5000	1,956.00	24.000	1,956.00	.000	0.00	0.00	1,956.00	100.00	.00
1	4.07 - Pipe Apron RCP 48"	1.000	6,126.0000	6,126.00	1.000	6,126.00	.000	0.00	0.00	6,126.00	100.00	.00
1	5.01 - Water Main Relocation #1	1.000	7,145.0000	7,145.00	2.000	14,290.00	.000	0.00	0.00	14,290.00	200.00	-7,145.00
1	6.01 - Manhole SW 401 72"	4.000	8,060.0000	32,240.00	4.000	32,240.00	.000	0.00	0.00	32,240.00	100.00	.00
1	6.02 - Manhole SW 401 84"	3.000	10,352.0000	31,056.00	3.000	31,056.00	.000	0.00	0.00	31,056.00	100.00	.00
1	6.03 - Intake SW 513	1.000	5,998.0000	5,998.00	1.000	5,998.00	.000	0.00	0.00	5,998.00	100.00	.00
1	6.04 - Inlet Structure	1.000	12,514.0000	12,514.00	1.000	12,514.00	.000	0.00	0.00	12,514.00	100.00	.00
1	6.05 - Manhole Adjustment Minor	1.000	2,135.0000	2,135.00	1.000	2,135.00	.000	0.00	0.00	2,135.00	100.00	.00
1	6.06 - Remove Manhole	1.000	1,896.0000	1,896.00	1.000	1,896.00	.000	0.00	0.00	1,896.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035	PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035	APPLICATION NO: 13 PERIOD TO: 7/31/2022	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
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FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244	VIA (ARCHITECT):	ARCHITECT'S PROJECT NO: NE Storm Sewer Bondu
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CONTRACT FOR:

CONTRACT DATE: 11/2/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	6.07 - Remove Intake	1.000	1,273.0000	1,273.00	1.000	1,273.00	.000	0.00	0.00	1,273.00	100.00	.00
1	7.01 - Pavement PCC 8"	633.000	63.0000	39,879.00	443.000	27,909.00	.000	0.00	0.00	27,909.00	69.98	11,970.00
1	7.02 - Pavement Samples and Testing	1.000	1,526.0000	1,526.00	1.000	1,526.00	.000	0.00	0.00	1,526.00	100.00	.00
1	7.03 - Pavement Removal	633.000	25.0000	15,825.00	673.000	16,825.00	.000	0.00	0.00	16,825.00	106.32	-1,000.00
1	7.04 - Removal of Sidewalk/Trail	355.000	19.0000	6,745.00	355.000	6,745.00	.000	0.00	0.00	6,745.00	100.00	.00
1	7.05 - Trail PCC	284.000	70.0000	19,880.00	284.000	19,880.00	.000	0.00	0.00	19,880.00	100.00	.00
1	7.06 - Sidewalk PCC	71.000	70.0000	4,970.00	71.000	4,970.00	.000	0.00	0.00	4,970.00	100.00	.00
1	7.07 - Detectable Warnings	40.000	58.0000	2,320.00	40.000	2,320.00	.000	0.00	0.00	2,320.00	100.00	.00
1	7.08 - Driveway Granular 6"	25.000	31.0000	775.00	25.000	775.00	.000	0.00	0.00	775.00	100.00	.00
1	8.01 - Temporary Traffic Control	1.000	5,534.0000	5,534.00	1.000	5,534.00	.000	0.00	0.00	5,534.00	100.00	.00
1	9.01 - Hydraulic Seeding, Seeding, Fert & Mulch	3.000	3,204.0000	9,612.00	1.510	4,838.04	.000	0.00	0.00	4,838.04	50.33	4,773.96
1	9.02 - Sod	215.000	75.7500	16,286.25	198.000	14,998.50	.000	0.00	0.00	14,998.50	92.09	1,287.75
1	9.03 - Plants w/ Warranty River Birch	10.000	291.0000	2,910.00	10.000	2,910.00	.000	0.00	0.00	2,910.00	100.00	.00
1	9.04 - SWPPP Preparation	1.000	582.0000	582.00	1.000	582.00	.000	0.00	0.00	582.00	100.00	.00
1	9.05 - SWPPP Management	1.000	2,621.0000	2,621.00	.900	2,358.90	.000	0.00	0.00	2,358.90	90.00	262.10
1	9.06 - Filter Sock 9"	2,500.000	2.7500	6,875.00	416.000	1,144.00	.000	0.00	0.00	1,144.00	16.64	5,731.00
1	9.07 - Filter Socks Removal	2,500.000	.2500	625.00	117.000	29.25	.000	0.00	0.00	29.25	4.68	595.75
1	9.08 - Temporary RECP Type 2	670.000	3.0000	2,010.00	728.000	2,184.00	.000	0.00	0.00	2,184.00	108.66	-174.00
1	9.09 - Flow Transitions	320.000	22.5000	7,200.00	24.000	540.00	.000	0.00	0.00	540.00	7.50	6,660.00
1	9.10 - Wood Privacy Fence	101.000	71.0000	7,171.00	101.000	7,171.00	.000	0.00	0.00	7,171.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 4 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035	PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035	APPLICATION NO: 13 PERIOD TO: 7/31/2022	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
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FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244	VIA (ARCHITECT):	ARCHITECT'S PROJECT NO: NE Storm Sewer Bondu
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CONTRACT FOR:

CONTRACT DATE: 11/2/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	9.11 - Parcel Accomodations, Easement 6	1.000	10,668.0000	10,668.00	1.000	10,668.00	.000	0.00	0.00	10,668.00	100.00	.00
1	9.12 - Parcel Accomodations, Easement 12	1.000	9,251.0000	9,251.00	1.000	9,251.00	.000	0.00	0.00	9,251.00	100.00	.00
1	9.13 - Parcel Accomodations, Easement 13	1.000	11,011.5000	11,011.50	1.000	11,011.50	.000	0.00	0.00	11,011.50	100.00	.00
1	9.13 - Parcel Accomodations, Easement 13	1.000	3,250.5000	3,250.50	1.000	3,250.50	.000	0.00	0.00	3,250.50	100.00	.00
1	9.14 - Parcel Accomodations, Easement 14	1.000	10,874.0000	10,874.00	1.000	10,874.00	.000	0.00	0.00	10,874.00	100.00	.00
1	9.14 - Parcel Accomodations, Easement 14	1.000	3,517.0000	3,517.00	1.000	3,517.00	.000	0.00	0.00	3,517.00	100.00	.00
1	11.01 - Construction Survey	1.000	6,990.0000	6,990.00	1.000	6,990.00	.000	0.00	0.00	6,990.00	100.00	.00
1	11.02 - Mobilization	1.000	39,480.8000	39,480.80	1.000	39,480.80	.000	0.00	0.00	39,480.80	100.00	.00
1	11.03 - Concrete Washout	1.000	2,100.0000	2,100.00	1.000	2,100.00	.000	0.00	0.00	2,100.00	100.00	.00
1	CO1 Extra Clearing & Grubbing	1.000	6,678.0000	6,678.00	1.000	6,678.00	.000	0.00	0.00	6,678.00	100.00	.00
1	CO2 Added No Mow/Low Grown Seeding	.500	3,245.0000	1,622.50	.000	0.00	.100	324.50	0.00	324.50	20.00	1,298.00
1	CO3 Added Message Board on Grant Closure	12.000	194.7700	2,337.24	12.000	2,337.24	.000	0.00	0.00	2,337.24	100.00	.00
1	CO4 Added 4' Chain Link Gate	1.000	2,104.3000	2,104.30	1.000	2,104.30	.000	0.00	0.00	2,104.30	100.00	.00
1	CO5 Added Extra Depth to Paving	190.000	101.5000	19,285.00	190.000	19,285.00	.000	0.00	0.00	19,285.00	100.00	.00
1	CO6 Added White Pine Evergreen Trees	10.000	495.0000	4,950.00	10.000	4,950.00	.000	0.00	0.00	4,950.00	100.00	.00

REPORT TOTALS

\$797,914.54	\$773,330.48	\$324.50	\$773,654.98
		\$0.00	\$24,259.56



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

Item No. 5.i.
For Meeting of 8/15/2022
Resolution

TITLE: - Consideration of a Resolution approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The Wastewater Reclamation Authority senior bond certificates are required as part the 28E agreement to which the City is a party. They are the mechanism that gives the WRA the authority to issue debt on behalf of the Participating Communities. This round of certificates includes the following:

- \$72M for four new projects. This includes \$12M of bid contingency (20%) for projects that may come in over the engineering estimate.
 - Three loans are structured using 20 year 2.0% SRF Loans with a final maturity of 6/1/2044.
 - One loan is structured as a 30 year 3.0% SRF loan with a final maturity of 6/1/2054.
- \$6.8M of authority to amend existing and future SRF loans for the Sponsored Project program.
- \$4.8M of planning & design loan authority.
- Bondurant's allocation of the project cost is \$883,796.
 - This represents about \$48,000 of additional debt service for the City of Bondurant.
 - The FY 2023 budget is unchanged as these projects were anticipated during the most recent budgeting cycle.
 - The FY 2024 projections are lower than previously anticipated due to project timing delays.
 - FY 2025 and beyond are slightly higher than previously projected but do not have a material impact to the sewer rate projections.
- The total WRA CIP is currently estimated at \$400M through 2030 and additional certificates later this year or early next year for projects that are still being designed are anticipated.

- WRA reallocates all costs including debt service each year once flows are finalized. Flow year is October 1st to September 30th. Depending on how Bondurant flow changes relative to the rest of the participating communities, Bondurant's allocation of these projects could increase or decrease based on flow changes.
- Once WRA receives back a signed Senior Bond Certificate from each of the participating communities, it will issue the SRF loans to construct these projects. WRA has asked for the Certificates to be completed in August so it can Authorize the loans in September or October of 2022.

FUNDING SOURCE: Sewer

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-163
2. WRA Senior Bond Issuance Certificate
3. WRA Bondurant Debt Service Allocation - August 2022 WRA Certificates

CITY OF BONDURANT
RESOLUTION NO. 220815-163

A RESOLUTION APPROVING SENIOR BOND ISSUANCE CERTIFICATE OF DES
MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY
PARTICIPATING COMMUNITY

WHEREAS, the City of Bondurant is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) and is in compliance with the provisions of the WRA Agreement; and

WHEREAS, the WRA has identified projects that are anticipated to be issued in calendar years 2022, 2023 and 2024; and

WHEREAS, the WRA requires the assistance of participating communities to approve the attached Senior Bond Issuance Certificate for the anticipated additional senior bonds of the WRA in the amount of \$83,600,000; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that it hereby approves the attached Senior Bond Issuance Certificate of WRA Participating Community for the anticipated additional senior bonds of the WRA in the amount of \$83,600,000 and authorizes the Finance and Employee Services Director to execute and return the Certificate to the Des Moines Metropolitan Wastewater Reclamation Authority.

PASSED AND APPROVED this 15th day of August 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				

**SENIOR BOND ISSUANCE CERTIFICATE
OF WRA PARTICIPATING COMMUNITY**

Name of Participating Community: Bondurant

Anticipated Amount of Additional Senior Bonds: \$ 83,600,000

Estimated Date of Issuance: \$47,600,000 after August 1st in calendar 2022;
Remaining amounts will in calendar 2023 or 2024

This Senior Bond Issuance Certificate is being executed by the undersigned financial officer of the Participating Community indicated above (the "Participating Community") pursuant to Section 8.3 of Resolution No. 04-070 approved on October 28, 2004 (the "Master Resolution") by the Board of the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA"), and supplementing Section 2 of Article XIII of the Second Amended and Restated Agreement for the WRA, filed with the Secretary of State on June 11, 2014 (the WRA Agreement). All capitalized terms used in this Certificate which are not otherwise defined herein shall have the meanings given to them in the Master Resolution.

Attached hereto are the following:

1. A draft resolution for your governing body,
2. WRA Certificate Projections, 2022 Certificates,
3. WRA Debt Service Allocation, August 2022: PFM's proposed allocation of Debt Service to the Participating Community for the Additional Senior Bonds (subject to change based on actual timing of issuance by WRA), receipt of which is acknowledged by execution of this Certificate.

The Participating Community hereby consents to and certifies, in connection with the anticipated issuance of the above-referenced Senior Bonds, that it is currently in compliance with the provisions of the WRA Agreement requiring the establishment of rates and charges or appropriation of other funds sufficient in amount as will produce at least 110% of the amount necessary to pay the Participating Community's share of the principal and interest coming due on all Outstanding Bonds and all outstanding Local Obligations during the fiscal year 2023, and acknowledges it has factored its estimated allocations from future WRA issuances of Additional Senior Bonds into rate and coverage planning to ensure maintenance of said coverage in future fiscal years.

Attach to this Certificate for return the following:

1. A copy of the resolution passed by your governing body approving the Senior Bond Issuance Certificate of WRA Participating Community,
2. Schedule of principal and interest requirements of all outstanding Local Obligations of the Participating Community,
3. Details of other funds appropriated to meet the coverage requirements.

Approved by the Governing Body of the Participating Community on the 15 day of August, 2022.

Dated this 15 day of August 2022.

By: _____

Print Name: Doug Elrod

Title: Mayor

WRA Certificate Projections

2022 Certificates

August Certificate for Additional Senior Bonds				
	PROJECT	No Impact to Debt Service		TOTAL
		SPONSORED	P&D	
Anticipated in 2022				
Ingersoll Run - Segments 1 & 3	26,400,000	0	0	26,400,000
WRA Sewer Lining - Loan 2	11,000,000	0	0	11,000,000
ESI P27 Loan #1 (2016F)	0	1,800,000	0	1,800,000
So Tier West Interceptor Ph 10 S24	3,600,000	0	0	3,600,000
	41,000,000			42,800,000
Anticipated Planning Design Loans				
WRA Joint Trunk (East & West)	0	0	1,000,000	1,000,000
So Tier Interceptor P10 S4	0	0	300,000	300,000
East side Wet Weather	0	0	1,800,000	1,800,000
Aeration Improvements	0	0	400,000	400,000
So Tier P10 S6	0	0	300,000	300,000
Building 05 Rehabilitation	0	0	500,000	500,000
Disinfection	0	0	500,000	500,000
				4,800,000
Anticipated in 2023/24				
Clarifier Improvements - Ph 2	19,000,000	0	0	19,000,000
Bid Contingency	12,000,000	0	0	12,000,000
ESI P27 Loan #2 (2017A)	0	1,500,000	0	1,500,000
Clarifier Improvements - Ph 1 (2020B)	0	1,120,000	0	1,120,000
Ingersoll Run - Segments 1 & 3	0	2,380,000	0	2,380,000
	31,000,000			36,000,000
CERTIFICATE TOTAL	72,000,000	6,800,000	4,800,000	83,600,000

	<u>PROJECT</u>
Participating Community	
Altoona	2,950,452
Ankeny	7,669,620
Bondurant	833,796
Clive	2,319,372
Cumming	38,232
Des Moines	32,202,720
GPHOC	440,496
Grimes	1,965,204
Johnston	2,020,536
Norwalk	1,708,956
Pleasant Hill	1,330,380
Polk City	471,240
Polk County	759,924
USSD	5,250,060
Urb/Whits SD	1,235,988
Waukee	1,991,988
West Des Moines	<u>8,811,036</u>
New Par for August 2022	72,000,000

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

1 2 3 4 5 6 7 8 9

Payment Date	SRF 2008A (\$16.52M) SWD			SRF 2008B (\$6.575M) EXP			SRF 2008D (\$2.65M) EXP		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	1,531	-	-	967	-	-	373	-
06/01/23	8,044	10,013	11,544	5,074	6,317	7,284	2,083	2,563	2,935
12/01/23	-	1,461	-	-	923	-	-	355	-
06/01/24	8,276	10,154	11,615	5,221	6,407	7,330	2,132	2,588	2,943
12/01/24	-	1,389	-	-	877	-	-	336	-
06/01/25	8,538	10,324	11,712	5,392	6,520	7,397	2,206	2,638	2,974
12/01/25	-	1,314	-	-	830	-	-	317	-
06/01/26	8,785	10,475	11,788	5,539	6,606	7,436	2,279	2,686	3,003
12/01/26	-	1,237	-	-	782	-	-	297	-
06/01/27	9,048	10,638	11,875	5,711	6,716	7,497	2,353	2,734	3,031
12/01/27	-	1,158	-	-	732	-	-	276	-
06/01/28	9,326	10,814	11,972	5,882	6,823	7,554	2,426	2,781	3,057
12/01/28	-	1,076	-	-	680	-	-	255	-
06/01/29	9,604	10,987	12,064	6,054	6,928	7,608	2,525	2,852	3,107
12/01/29	-	992	-	-	627	-	-	233	-
06/01/30	9,882	11,157	12,149	6,250	7,056	7,683	2,598	2,897	3,130
12/01/30	-	906	-	-	572	-	-	210	-
06/01/31	10,190	11,355	12,261	6,446	7,182	7,754	2,672	2,942	3,151
12/01/31	-	817	-	-	516	-	-	187	-
06/01/32	10,499	11,549	12,366	6,618	7,281	7,797	2,770	3,010	3,196
12/01/32	-	725	-	-	458	-	-	162	-
06/01/33	10,808	11,740	12,464	6,838	7,427	7,885	2,843	3,052	3,214
12/01/33	-	630	-	-	398	-	-	137	-
06/01/34	11,132	11,942	12,572	7,034	7,546	7,945	2,941	3,118	3,255
12/01/34	-	533	-	-	337	-	-	112	-
06/01/35	11,472	12,157	12,690	7,255	7,688	8,025	3,039	3,183	3,295
12/01/35	-	432	-	-	273	-	-	85	-
06/01/36	11,812	12,367	12,800	7,451	7,802	8,076	3,137	3,247	3,332
12/01/36	-	329	-	-	208	-	-	58	-
06/01/37	12,167	12,590	12,919	7,696	7,964	8,172	3,235	3,309	3,367
12/01/37	-	223	-	-	141	-	-	29	-
06/01/38	12,522	12,808	13,030	7,917	8,098	8,238	3,358	3,396	3,425
12/01/38	-	113	-	-	71	-	-	-	-
06/01/39	12,908	13,053	13,166	8,162	8,254	8,325	-	-	-
12/01/39	-	-	-	-	-	-	-	-	-
06/01/40	-	-	-	-	-	-	-	-	-
12/01/40	-	-	-	-	-	-	-	-	-
06/01/41	-	-	-	-	-	-	-	-	-
12/01/41	-	-	-	-	-	-	-	-	-
06/01/42	-	-	-	-	-	-	-	-	-
12/01/42	-	-	-	-	-	-	-	-	-
06/01/43	-	-	-	-	-	-	-	-	-
12/01/43	-	-	-	-	-	-	-	-	-
06/01/44	-	-	-	-	-	-	-	-	-
12/01/44	-	-	-	-	-	-	-	-	-
06/01/45	-	-	-	-	-	-	-	-	-
12/01/45	-	-	-	-	-	-	-	-	-
06/01/46	-	-	-	-	-	-	-	-	-
12/01/46	-	-	-	-	-	-	-	-	-
06/01/47	-	-	-	-	-	-	-	-	-
12/01/47	-	-	-	-	-	-	-	-	-
06/01/48	-	-	-	-	-	-	-	-	-
12/01/48	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-
Total as of:									
7/1/2022	\$ 175,012	\$ 208,988	\$ 208,988	\$ 110,540	\$ 132,008	\$ 132,008	\$ 42,598	\$ 50,416	\$ 50,416

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

10 11 12 13 14 15 16 17 18 19 20 21

Payment Date	SRF 2009B (\$8.4M) EXP			SRF 2009C (\$9.2M) EXP			SRF 2010A (\$8.5M) SWD			SRF 2010B (\$7.0M) EXP		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	1,250	-	-	1,369	-	-	831	-	-	1,087	-
06/01/23	6,422	8,029	9,279	7,034	8,794	10,163	3,968	5,037	5,868	5,196	6,593	7,680
12/01/23	-	1,194	-	-	1,307	-	-	797	-	-	1,041	-
06/01/24	6,642	8,177	9,371	7,279	8,960	10,267	4,092	5,116	5,913	5,343	6,682	7,723
12/01/24	-	1,136	-	-	1,243	-	-	761	-	-	994	-
06/01/25	6,838	8,298	9,434	7,500	9,099	10,342	4,231	5,209	5,970	5,539	6,818	7,812
12/01/25	-	1,076	-	-	1,178	-	-	724	-	-	946	-
06/01/26	7,083	8,466	9,542	7,745	9,260	10,437	4,370	5,300	6,024	5,711	6,927	7,873
12/01/26	-	1,014	-	-	1,110	-	-	686	-	-	896	-
06/01/27	7,304	8,607	9,621	7,990	9,417	10,528	4,508	5,390	6,076	5,882	7,034	7,930
12/01/27	-	950	-	-	1,040	-	-	646	-	-	845	-
06/01/28	7,549	8,770	9,720	8,260	9,597	10,637	4,663	5,494	6,140	6,078	7,164	8,009
12/01/28	-	884	-	-	968	-	-	605	-	-	791	-
06/01/29	7,794	8,930	9,814	8,529	9,774	10,742	4,802	5,580	6,186	6,275	7,292	8,083
12/01/29	-	816	-	-	893	-	-	563	-	-	736	-
06/01/30	8,039	9,088	9,904	8,799	9,948	10,841	4,956	5,681	6,244	6,495	7,442	8,178
12/01/30	-	745	-	-	816	-	-	520	-	-	680	-
06/01/31	8,309	9,267	10,012	9,093	10,143	10,959	5,126	5,795	6,315	6,691	7,565	8,245
12/01/31	-	673	-	-	737	-	-	475	-	-	621	-
06/01/32	8,579	9,443	10,116	9,387	10,334	11,071	5,296	5,907	6,382	6,912	7,710	8,331
12/01/32	-	597	-	-	655	-	-	429	-	-	561	-
06/01/33	8,848	9,616	10,214	9,681	10,523	11,178	5,466	6,017	6,446	7,132	7,853	8,414
12/01/33	-	520	-	-	570	-	-	381	-	-	498	-
06/01/34	9,142	9,811	10,331	10,000	10,733	11,303	5,636	6,125	6,506	7,378	8,018	8,516
12/01/34	-	440	-	-	482	-	-	332	-	-	434	-
06/01/35	9,436	10,002	10,442	10,343	10,963	11,446	5,821	6,247	6,579	7,623	8,180	8,614
12/01/35	-	358	-	-	392	-	-	281	-	-	367	-
06/01/36	9,730	10,190	10,548	10,662	11,166	11,557	6,006	6,367	6,648	7,868	8,339	8,706
12/01/36	-	272	-	-	299	-	-	228	-	-	298	-
06/01/37	10,049	10,399	10,672	11,005	11,389	11,687	6,207	6,500	6,728	8,113	8,496	8,794
12/01/37	-	184	-	-	202	-	-	174	-	-	227	-
06/01/38	10,368	10,605	10,789	11,373	11,633	11,835	6,408	6,631	6,805	8,382	8,674	8,902
12/01/38	-	94	-	-	103	-	-	118	-	-	154	-
06/01/39	10,711	10,831	10,925	11,740	11,872	11,975	6,624	6,775	6,893	8,652	8,850	9,004
12/01/39	-	-	-	-	-	-	-	60	-	-	78	-
06/01/40	-	-	-	-	-	-	6,840	6,917	6,977	8,922	9,022	9,100
12/01/40	-	-	-	-	-	-	-	-	-	-	-	-
06/01/41	-	-	-	-	-	-	-	-	-	-	-	-
12/01/41	-	-	-	-	-	-	-	-	-	-	-	-
06/01/42	-	-	-	-	-	-	-	-	-	-	-	-
12/01/42	-	-	-	-	-	-	-	-	-	-	-	-
06/01/43	-	-	-	-	-	-	-	-	-	-	-	-
12/01/43	-	-	-	-	-	-	-	-	-	-	-	-
06/01/44	-	-	-	-	-	-	-	-	-	-	-	-
12/01/44	-	-	-	-	-	-	-	-	-	-	-	-
06/01/45	-	-	-	-	-	-	-	-	-	-	-	-
12/01/45	-	-	-	-	-	-	-	-	-	-	-	-
06/01/46	-	-	-	-	-	-	-	-	-	-	-	-
12/01/46	-	-	-	-	-	-	-	-	-	-	-	-
06/01/47	-	-	-	-	-	-	-	-	-	-	-	-
12/01/47	-	-	-	-	-	-	-	-	-	-	-	-
06/01/48	-	-	-	-	-	-	-	-	-	-	-	-
12/01/48	-	-	-	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 142,844	\$ 170,733	\$ 170,733	\$ 156,423	\$ 186,968	\$ 186,968	\$ 95,018	\$ 114,699	\$ 114,699	\$ 124,192	\$ 149,915	\$ 149,915

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

22 23 24 25 26 27 28 29 30 31 32 33

Payment Date	SRF 2010-C1 (\$2.0M) CORE			SRF 2010-C2 (\$21.5M) CORE			SRF 2011A (\$60.0M) CORE			SRF 2011B (\$16.0M) EXP		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	190	-	-	1,147	-	-	4,474	-	-	2,564	-
06/01/23	11	255	445	11,303	12,778	13,926	18,552	24,304	28,777	11,397	14,693	17,257
12/01/23	-	190	-	-	1,048	-	-	4,311	-	-	2,464	-
06/01/24	11	255	445	11,674	13,022	14,070	19,151	24,694	29,006	11,765	14,933	17,397
12/01/24	-	190	-	-	946	-	-	4,144	-	-	2,361	-
06/01/25	11	255	444	12,055	13,272	14,218	19,773	25,100	29,244	12,132	15,168	17,529
12/01/25	-	190	-	-	841	-	-	3,971	-	-	2,255	-
06/01/26	11	255	444	12,448	13,529	14,369	20,416	25,521	29,491	12,525	15,424	17,679
12/01/26	-	189	-	-	732	-	-	3,792	-	-	2,145	-
06/01/27	11	254	444	12,851	13,792	14,524	21,081	25,956	29,748	12,941	15,699	17,845
12/01/27	-	189	-	-	619	-	-	3,608	-	-	2,032	-
06/01/28	11	254	444	13,265	14,062	14,681	21,767	26,406	30,013	13,358	15,971	18,003
12/01/28	-	189	-	-	503	-	-	3,417	-	-	1,915	-
06/01/29	11	254	443	13,701	14,348	14,852	22,476	26,869	30,286	13,799	16,261	18,177
12/01/29	-	189	-	-	383	-	-	3,220	-	-	1,794	-
06/01/30	11	254	443	14,137	14,630	15,014	23,206	27,347	30,567	14,240	16,547	18,342
12/01/30	-	189	-	-	260	-	-	3,017	-	-	1,670	-
06/01/31	4,556	4,799	4,988	14,606	14,940	15,200	23,958	27,838	30,855	14,706	16,853	18,523
12/01/31	-	149	-	-	132	-	-	2,808	-	-	1,541	-
06/01/32	17,048	17,239	17,389	15,075	15,244	15,376	24,732	28,342	31,150	15,196	17,178	18,719
12/01/32	-	-	-	-	-	-	-	2,591	-	-	1,408	-
06/01/33	-	-	-	-	-	-	25,539	28,870	31,462	15,686	17,497	18,905
12/01/33	-	-	-	-	-	-	-	2,368	-	-	1,271	-
06/01/34	-	-	-	-	-	-	26,367	29,412	31,779	16,201	17,835	19,106
12/01/34	-	-	-	-	-	-	-	2,137	-	-	1,129	-
06/01/35	-	-	-	-	-	-	27,228	29,976	32,113	16,716	18,168	19,297
12/01/35	-	-	-	-	-	-	-	1,899	-	-	983	-
06/01/36	-	-	-	-	-	-	28,111	30,553	32,451	17,255	18,519	19,502
12/01/36	-	-	-	-	-	-	-	1,653	-	-	832	-
06/01/37	-	-	-	-	-	-	29,027	31,152	32,805	17,819	18,888	19,720
12/01/37	-	-	-	-	-	-	-	1,399	-	-	676	-
06/01/38	-	-	-	-	-	-	29,964	31,763	33,162	18,407	19,276	19,952
12/01/38	-	-	-	-	-	-	-	1,137	-	-	515	-
06/01/39	-	-	-	-	-	-	30,934	32,396	33,533	18,995	19,657	20,172
12/01/39	-	-	-	-	-	-	-	866	-	-	349	-
06/01/40	-	-	-	-	-	-	31,948	33,061	33,928	19,608	20,056	20,405
12/01/40	-	-	-	-	-	-	-	587	-	-	177	-
06/01/41	-	-	-	-	-	-	32,983	33,738	34,324	20,245	20,473	20,650
12/01/41	-	-	-	-	-	-	-	298	-	-	-	-
06/01/42	-	-	-	-	-	-	34,052	34,435	34,733	-	-	-
12/01/42	-	-	-	-	-	-	-	-	-	-	-	-
06/01/43	-	-	-	-	-	-	-	-	-	-	-	-
12/01/43	-	-	-	-	-	-	-	-	-	-	-	-
06/01/44	-	-	-	-	-	-	-	-	-	-	-	-
12/01/44	-	-	-	-	-	-	-	-	-	-	-	-
06/01/45	-	-	-	-	-	-	-	-	-	-	-	-
12/01/45	-	-	-	-	-	-	-	-	-	-	-	-
06/01/46	-	-	-	-	-	-	-	-	-	-	-	-
12/01/46	-	-	-	-	-	-	-	-	-	-	-	-
06/01/47	-	-	-	-	-	-	-	-	-	-	-	-
12/01/47	-	-	-	-	-	-	-	-	-	-	-	-
06/01/48	-	-	-	-	-	-	-	-	-	-	-	-
12/01/48	-	-	-	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 21,691	\$ 25,928	\$ 25,928	\$ 131,116	\$ 146,229	\$ 146,229	\$ 511,265	\$ 629,427	\$ 629,427	\$ 292,993	\$ 357,178	\$ 357,178

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

34 35 36 37 38 39 40 41 42 43 44 45

Payment Date	SRF 2011C (\$9.6M) SWD			SRF 2011D (\$14.4M) SWD			SRF 2012B (\$2.772M) EXP			SRF 2012C \$18.0M) CORE		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	977	-	-	2,277	-	-	796	-	-	2,381	-
06/01/23	4,339	5,595	6,572	6,902	9,656	11,933	1,936	2,865	3,662	5,385	8,163	10,544
12/01/23	-	939	-	-	2,195	-	-	767	-	-	2,301	-
06/01/24	4,478	5,685	6,624	7,087	9,741	11,936	1,985	2,880	3,648	5,559	8,243	10,544
12/01/24	-	900	-	-	2,110	-	-	738	-	-	2,217	-
06/01/25	4,632	5,789	6,689	7,272	9,824	11,934	2,059	2,919	3,657	5,744	8,331	10,548
12/01/25	-	859	-	-	2,023	-	-	707	-	-	2,131	-
06/01/26	4,771	5,876	6,735	7,458	9,904	11,927	2,132	2,957	3,663	5,930	8,416	10,547
12/01/26	-	818	-	-	1,934	-	-	675	-	-	2,042	-
06/01/27	4,925	5,977	6,794	7,658	9,997	11,931	2,181	2,968	3,643	6,126	8,508	10,550
12/01/27	-	775	-	-	1,843	-	-	642	-	-	1,950	-
06/01/28	5,095	6,091	6,866	7,859	10,087	11,930	2,255	3,004	3,646	6,322	8,597	10,547
12/01/28	-	730	-	-	1,749	-	-	608	-	-	1,855	-
06/01/29	5,250	6,188	6,918	8,075	10,190	11,939	2,328	3,038	3,646	6,529	8,694	10,549
12/01/29	-	684	-	-	1,652	-	-	573	-	-	1,757	-
06/01/30	5,435	6,314	6,998	8,291	10,289	11,941	2,402	3,071	3,644	6,736	8,787	10,544
12/01/30	-	636	-	-	1,553	-	-	537	-	-	1,656	-
06/01/31	5,605	6,423	7,059	8,507	10,386	11,939	2,500	3,127	3,664	6,965	8,898	10,554
12/01/31	-	587	-	-	1,452	-	-	500	-	-	1,552	-
06/01/32	5,790	6,545	7,133	8,724	10,479	11,930	2,574	3,156	3,656	7,183	8,994	10,546
12/01/32	-	537	-	-	1,347	-	-	461	-	-	1,444	-
06/01/33	5,975	6,665	7,202	8,955	10,584	11,932	2,647	3,185	3,646	7,423	9,108	10,552
12/01/33	-	484	-	-	1,240	-	-	421	-	-	1,333	-
06/01/34	6,176	6,799	7,283	9,202	10,702	11,942	2,745	3,237	3,658	7,663	9,218	10,551
12/01/34	-	430	-	-	1,130	-	-	380	-	-	1,218	-
06/01/35	6,377	6,930	7,361	9,449	10,816	11,946	2,819	3,262	3,642	7,913	9,334	10,552
12/01/35	-	375	-	-	1,017	-	-	338	-	-	1,099	-
06/01/36	6,577	7,059	7,434	9,696	10,927	11,944	2,917	3,311	3,649	8,164	9,447	10,546
12/01/36	-	317	-	-	902	-	-	294	-	-	977	-
06/01/37	6,794	7,201	7,518	9,943	11,033	11,935	3,015	3,358	3,652	8,437	9,576	10,553
12/01/37	-	258	-	-	783	-	-	249	-	-	850	-
06/01/38	7,010	7,341	7,599	10,221	11,168	11,950	3,113	3,403	3,652	8,709	9,701	10,551
12/01/38	-	196	-	-	661	-	-	202	-	-	720	-
06/01/39	7,241	7,494	7,690	10,484	11,282	11,943	3,211	3,447	3,649	8,993	9,832	10,552
12/01/39	-	133	-	-	535	-	-	154	-	-	585	-
06/01/40	7,473	7,644	7,777	10,762	11,409	11,944	3,309	3,489	3,643	9,287	9,969	10,554
12/01/40	-	68	-	-	407	-	-	104	-	-	445	-
06/01/41	7,720	7,807	7,874	11,055	11,547	11,953	3,431	3,553	3,658	9,581	10,101	10,546
12/01/41	-	-	-	-	275	-	-	53	-	-	302	-
06/01/42	-	-	-	11,333	11,665	11,939	3,529	3,591	3,644	9,897	10,249	10,551
12/01/42	-	-	-	-	139	-	-	-	-	-	153	-
06/01/43	-	-	-	11,642	11,810	11,949	-	-	-	10,213	10,392	10,545
12/01/43	-	-	-	-	-	-	-	-	-	-	-	-
06/01/44	-	-	-	-	-	-	-	-	-	-	-	-
12/01/44	-	-	-	-	-	-	-	-	-	-	-	-
06/01/45	-	-	-	-	-	-	-	-	-	-	-	-
12/01/45	-	-	-	-	-	-	-	-	-	-	-	-
06/01/46	-	-	-	-	-	-	-	-	-	-	-	-
12/01/46	-	-	-	-	-	-	-	-	-	-	-	-
06/01/47	-	-	-	-	-	-	-	-	-	-	-	-
12/01/47	-	-	-	-	-	-	-	-	-	-	-	-
06/01/48	-	-	-	-	-	-	-	-	-	-	-	-
12/01/48	-	-	-	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 111,662	\$ 136,126	\$ 136,126	\$ 190,576	\$ 250,719	\$ 250,719	\$ 53,089	\$ 73,021	\$ 73,021	\$ 158,759	\$ 221,526	\$ 221,526

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

46 47 48 49 50 51 52 53 54 55 56 57

Payment Date	SRF 2012D (\$7.0M) CORE			SRF 2012E (\$12.3M) EXP			SRF 2012F (\$1.42M) EXP			SRF 2012G 9\$24.4M) SWD		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	895	-	-	3,632	-	-	421	-	-	3,456	-
06/01/23	2,169	3,213	4,107	8,456	12,088	15,721	980	1,401	1,822	10,793	14,248	17,704
12/01/23	-	862	-	-	3,506	-	-	406	-	-	3,333	-
06/01/24	2,235	3,240	4,102	8,701	12,207	15,712	1,005	1,411	1,817	11,055	14,388	17,722
12/01/24	-	828	-	-	3,375	-	-	391	-	-	3,208	-
06/01/25	2,311	3,277	4,106	8,971	12,346	15,721	1,029	1,421	1,812	11,302	14,510	17,718
12/01/25	-	794	-	-	3,240	-	-	376	-	-	3,080	-
06/01/26	2,376	3,302	4,096	9,216	12,456	15,697	1,078	1,454	1,830	11,565	14,644	17,724
12/01/26	-	758	-	-	3,102	-	-	360	-	-	2,948	-
06/01/27	2,463	3,348	4,106	9,510	12,612	15,714	1,103	1,463	1,822	11,827	14,775	17,724
12/01/27	-	721	-	-	2,960	-	-	343	-	-	2,814	-
06/01/28	2,540	3,381	4,102	9,779	12,739	15,699	1,127	1,470	1,813	12,090	14,904	17,718
12/01/28	-	683	-	-	2,813	-	-	326	-	-	2,677	-
06/01/29	2,616	3,413	4,096	10,074	12,887	15,699	1,176	1,503	1,829	12,367	15,044	17,721
12/01/29	-	644	-	-	2,662	-	-	308	-	-	2,536	-
06/01/30	2,703	3,454	4,098	10,392	13,054	15,716	1,201	1,509	1,818	12,661	15,197	17,734
12/01/30	-	603	-	-	2,506	-	-	290	-	-	2,393	-
06/01/31	2,790	3,494	4,098	10,686	13,192	15,698	1,250	1,540	1,831	12,939	15,332	17,724
12/01/31	-	561	-	-	2,346	-	-	272	-	-	2,246	-
06/01/32	2,889	3,544	4,105	11,030	13,375	15,721	1,275	1,546	1,818	13,248	15,493	17,739
12/01/32	-	518	-	-	2,180	-	-	253	-	-	2,096	-
06/01/33	2,976	3,580	4,098	11,348	13,528	15,708	1,324	1,576	1,829	13,541	15,636	17,732
12/01/33	-	473	-	-	2,010	-	-	233	-	-	1,942	-
06/01/34	3,074	3,626	4,100	11,691	13,701	15,711	1,348	1,581	1,813	13,850	15,792	17,733
12/01/34	-	427	-	-	1,835	-	-	213	-	-	1,785	-
06/01/35	3,172	3,671	4,098	12,034	13,869	15,704	1,397	1,610	1,822	14,174	15,959	17,743
12/01/35	-	380	-	-	1,654	-	-	192	-	-	1,624	-
06/01/36	3,281	3,724	4,104	12,402	14,056	15,710	1,446	1,638	1,829	14,498	16,122	17,746
12/01/36	-	331	-	-	1,468	-	-	170	-	-	1,459	-
06/01/37	3,390	3,776	4,106	12,770	14,238	15,706	1,471	1,640	1,810	14,822	16,282	17,741
12/01/37	-	280	-	-	1,276	-	-	148	-	-	1,291	-
06/01/38	3,499	3,825	4,105	13,162	14,438	15,715	1,520	1,667	1,815	15,162	16,453	17,744
12/01/38	-	227	-	-	1,079	-	-	125	-	-	1,119	-
06/01/39	3,608	3,873	4,100	13,554	14,633	15,712	1,569	1,694	1,819	15,517	16,636	17,755
12/01/39	-	173	-	-	876	-	-	101	-	-	943	-
06/01/40	3,728	3,930	4,103	13,946	14,822	15,698	1,618	1,719	1,821	15,872	16,815	17,758
12/01/40	-	117	-	-	667	-	-	77	-	-	763	-
06/01/41	3,848	3,984	4,102	14,387	15,054	15,720	1,667	1,744	1,821	16,227	16,990	17,753
12/01/41	-	60	-	-	451	-	-	52	-	-	578	-
06/01/42	3,968	4,037	4,097	14,804	15,255	15,706	1,716	1,768	1,820	16,613	17,192	17,770
12/01/42	-	-	-	-	229	-	-	26	-	-	390	-
06/01/43	-	-	-	15,245	15,474	15,703	1,765	1,791	1,818	16,984	17,374	17,764
12/01/43	-	-	-	-	-	-	-	-	-	-	197	-
06/01/44	-	-	-	-	-	-	-	-	-	17,370	17,567	17,764
12/01/44	-	-	-	-	-	-	-	-	-	-	-	-
06/01/45	-	-	-	-	-	-	-	-	-	-	-	-
12/01/45	-	-	-	-	-	-	-	-	-	-	-	-
06/01/46	-	-	-	-	-	-	-	-	-	-	-	-
12/01/46	-	-	-	-	-	-	-	-	-	-	-	-
06/01/47	-	-	-	-	-	-	-	-	-	-	-	-
12/01/47	-	-	-	-	-	-	-	-	-	-	-	-
06/01/48	-	-	-	-	-	-	-	-	-	-	-	-
12/01/48	-	-	-	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 59,634	\$ 82,029	\$ 82,029	\$ 242,159	\$ 329,890	\$ 329,890	\$ 28,064	\$ 38,229	\$ 38,229	\$ 304,477	\$ 390,231	\$ 390,231

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

58 59 60 61 62 63 64 65 66 67 68 69

Payment Date	SRF 2013A (\$7.7M) CORE			2014A (\$1.8M) CORE			2014C (\$5.4M) EXP			2014D (\$6.0M) SWD		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	1,021	-	-	127	-	-	893	-	-	625	-
06/01/23	2,376	3,397	4,418	948	1,075	1,202	6,667	7,559	8,452	4,663	5,288	5,912
12/01/23	-	985	-	-	118	-	-	826	-	-	578	-
06/01/24	2,442	3,427	4,412	959	1,077	1,194	6,789	7,615	8,441	4,756	5,334	5,912
12/01/24	-	949	-	-	108	-	-	758	-	-	531	-
06/01/25	2,518	3,467	4,415	981	1,089	1,197	6,912	7,670	8,428	4,848	5,379	5,909
12/01/25	-	911	-	-	98	-	-	689	-	-	482	-
06/01/26	2,594	3,505	4,416	1,003	1,101	1,199	7,059	7,748	8,437	4,941	5,423	5,905
12/01/26	-	872	-	-	88	-	-	618	-	-	433	-
06/01/27	2,671	3,542	4,414	1,025	1,113	1,201	7,206	7,824	8,443	5,049	5,482	5,914
12/01/27	-	832	-	-	78	-	-	546	-	-	382	-
06/01/28	2,747	3,579	4,411	1,046	1,124	1,202	7,353	7,899	8,446	5,142	5,524	5,906
12/01/28	-	791	-	-	67	-	-	473	-	-	331	-
06/01/29	2,834	3,625	4,415	1,068	1,136	1,203	7,500	7,973	8,446	5,250	5,580	5,911
12/01/29	-	748	-	-	57	-	-	398	-	-	278	-
06/01/30	2,921	3,669	4,418	1,090	1,147	1,203	7,647	8,045	8,443	5,342	5,620	5,899
12/01/30	-	704	-	-	46	-	-	321	-	-	225	-
06/01/31	3,008	3,713	4,417	1,112	1,158	1,203	7,794	8,116	8,437	5,450	5,675	5,900
12/01/31	-	659	-	-	35	-	-	243	-	-	170	-
06/01/32	3,096	3,755	4,414	1,134	1,168	1,203	7,941	8,185	8,428	5,558	5,729	5,899
12/01/32	-	613	-	-	23	-	-	164	-	-	115	-
06/01/33	3,194	3,806	4,419	1,155	1,179	1,202	8,113	8,277	8,441	5,682	5,797	5,911
12/01/33	-	565	-	-	12	-	-	83	-	-	58	-
06/01/34	3,281	3,846	4,411	1,177	1,189	1,201	8,284	8,367	8,450	5,790	5,848	5,906
12/01/34	-	516	-	-	-	-	-	-	-	-	-	-
06/01/35	3,390	3,906	4,421	-	-	-	-	-	-	-	-	-
12/01/35	-	465	-	-	-	-	-	-	-	-	-	-
06/01/36	3,488	3,953	4,418	-	-	-	-	-	-	-	-	-
12/01/36	-	413	-	-	-	-	-	-	-	-	-	-
06/01/37	3,586	3,999	4,411	-	-	-	-	-	-	-	-	-
12/01/37	-	359	-	-	-	-	-	-	-	-	-	-
06/01/38	3,695	4,054	4,413	-	-	-	-	-	-	-	-	-
12/01/38	-	303	-	-	-	-	-	-	-	-	-	-
06/01/39	3,804	4,107	4,411	-	-	-	-	-	-	-	-	-
12/01/39	-	246	-	-	-	-	-	-	-	-	-	-
06/01/40	3,924	4,170	4,416	-	-	-	-	-	-	-	-	-
12/01/40	-	187	-	-	-	-	-	-	-	-	-	-
06/01/41	4,044	4,231	4,419	-	-	-	-	-	-	-	-	-
12/01/41	-	127	-	-	-	-	-	-	-	-	-	-
06/01/42	4,164	4,291	4,417	-	-	-	-	-	-	-	-	-
12/01/42	-	64	-	-	-	-	-	-	-	-	-	-
06/01/43	4,284	4,348	4,412	-	-	-	-	-	-	-	-	-
12/01/43	-	-	-	-	-	-	-	-	-	-	-	-
06/01/44	-	-	-	-	-	-	-	-	-	-	-	-
12/01/44	-	-	-	-	-	-	-	-	-	-	-	-
06/01/45	-	-	-	-	-	-	-	-	-	-	-	-
12/01/45	-	-	-	-	-	-	-	-	-	-	-	-
06/01/46	-	-	-	-	-	-	-	-	-	-	-	-
12/01/46	-	-	-	-	-	-	-	-	-	-	-	-
06/01/47	-	-	-	-	-	-	-	-	-	-	-	-
12/01/47	-	-	-	-	-	-	-	-	-	-	-	-
06/01/48	-	-	-	-	-	-	-	-	-	-	-	-
12/01/48	-	-	-	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 68,060	\$ 92,718	\$ 92,718	\$ 12,699	\$ 14,410	\$ 14,410	\$ 89,265	\$ 101,291	\$ 101,291	\$ 62,470	\$ 70,884	\$ 70,884

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

70 71 72 73 74 75 76 77 78

Payment Date	2015A (\$9.3M) SWD			2015B (\$0.37M) CORE			2015C (\$1.6M) EXP		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	485	-	-	26	-	-	145	-
06/01/23	7,025	7,510	7,995	196	222	249	2,108	2,253	2,399
12/01/23	-	450	-	-	24	-	-	135	-
06/01/24	7,087	7,537	7,987	196	220	245	2,132	2,267	2,402
12/01/24	-	414	-	-	22	-	-	124	-
06/01/25	7,164	7,579	7,993	207	229	252	2,157	2,281	2,405
12/01/25	-	379	-	-	20	-	-	113	-
06/01/26	7,241	7,620	7,999	207	227	247	2,157	2,270	2,384
12/01/26	-	342	-	-	18	-	-	103	-
06/01/27	7,303	7,646	7,988	207	225	243	2,181	2,284	2,387
12/01/27	-	306	-	-	16	-	-	92	-
06/01/28	7,380	7,686	7,992	218	234	250	2,206	2,298	2,389
12/01/28	-	269	-	-	14	-	-	81	-
06/01/29	7,458	7,727	7,996	218	232	246	2,230	2,311	2,392
12/01/29	-	232	-	-	12	-	-	69	-
06/01/30	7,535	7,766	7,998	229	241	252	2,255	2,324	2,394
12/01/30	-	194	-	-	9	-	-	58	-
06/01/31	7,612	7,806	8,000	229	238	248	2,279	2,338	2,396
12/01/31	-	156	-	-	7	-	-	47	-
06/01/32	7,689	7,845	8,001	229	236	243	2,304	2,351	2,398
12/01/32	-	118	-	-	5	-	-	35	-
06/01/33	7,751	7,868	7,986	240	245	249	2,328	2,364	2,399
12/01/33	-	79	-	-	2	-	-	24	-
06/01/34	7,844	7,922	8,001	240	242	245	2,353	2,377	2,400
12/01/34	-	40	-	-	-	-	-	12	-
06/01/35	7,921	7,960	8,000	-	-	-	2,377	2,389	2,401
12/01/35	-	-	-	-	-	-	-	-	-
06/01/36	-	-	-	-	-	-	-	-	-
12/01/36	-	-	-	-	-	-	-	-	-
06/01/37	-	-	-	-	-	-	-	-	-
12/01/37	-	-	-	-	-	-	-	-	-
06/01/38	-	-	-	-	-	-	-	-	-
12/01/38	-	-	-	-	-	-	-	-	-
06/01/39	-	-	-	-	-	-	-	-	-
12/01/39	-	-	-	-	-	-	-	-	-
06/01/40	-	-	-	-	-	-	-	-	-
12/01/40	-	-	-	-	-	-	-	-	-
06/01/41	-	-	-	-	-	-	-	-	-
12/01/41	-	-	-	-	-	-	-	-	-
06/01/42	-	-	-	-	-	-	-	-	-
12/01/42	-	-	-	-	-	-	-	-	-
06/01/43	-	-	-	-	-	-	-	-	-
12/01/43	-	-	-	-	-	-	-	-	-
06/01/44	-	-	-	-	-	-	-	-	-
12/01/44	-	-	-	-	-	-	-	-	-
06/01/45	-	-	-	-	-	-	-	-	-
12/01/45	-	-	-	-	-	-	-	-	-
06/01/46	-	-	-	-	-	-	-	-	-
12/01/46	-	-	-	-	-	-	-	-	-
06/01/47	-	-	-	-	-	-	-	-	-
12/01/47	-	-	-	-	-	-	-	-	-
06/01/48	-	-	-	-	-	-	-	-	-
12/01/48	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-
Total as of:									
7/1/2022	\$ 97,010	\$ 103,936	\$ 103,936	\$ 2,616	\$ 2,968	\$ 2,968	\$ 29,069	\$ 31,145	\$ 31,145

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

79 80 81 82 83 84 85 86 87 88 89 90

Payment Date	Series 2015E Refunding Bonds (\$32.02M)			Series 2016A (\$8.0M) CORE			Series 2016E (\$0.66M) EXP			Series 2016F (\$31.4M) CORE		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	6,603	-	-	597	-	-	115	-	-	4,682	-
06/01/23	24,598	31,201	37,805	4,066	4,663	5,259	711	826	941	8,094	12,777	17,459
12/01/23	-	6,327	-	-	556	-	-	108	-	-	4,561	-
06/01/24	25,117	31,443	37,770	4,142	4,698	5,254	735	843	951	8,343	12,904	17,465
12/01/24	-	5,950	-	-	515	-	-	100	-	-	4,436	-
06/01/25	25,959	31,909	37,859	4,229	4,744	5,259	760	860	961	8,591	13,027	17,462
12/01/25	-	5,561	-	-	473	-	-	93	-	-	4,307	-
06/01/26	26,741	32,301	37,862	4,316	4,789	5,261	760	853	946	8,847	13,154	17,461
12/01/26	-	5,159	-	-	429	-	-	85	-	-	4,174	-
06/01/27	27,499	32,658	37,818	4,404	4,833	5,262	784	870	955	9,113	13,287	17,461
12/01/27	-	4,747	-	-	385	-	-	77	-	-	4,038	-
06/01/28	28,366	33,113	37,860	4,491	4,876	5,261	784	862	939	9,386	13,424	17,462
12/01/28	-	4,321	-	-	340	-	-	70	-	-	3,897	-
06/01/29	29,126	33,447	37,769	4,578	4,918	5,259	809	878	948	9,669	13,566	17,462
12/01/29	-	3,885	-	-	295	-	-	62	-	-	3,752	-
06/01/30	30,070	33,955	37,840	4,665	4,960	5,254	833	895	956	9,960	13,711	17,463
12/01/30	-	3,415	-	-	248	-	-	53	-	-	3,602	-
06/01/31	30,917	34,332	37,747	4,763	5,011	5,259	833	887	940	10,259	13,862	17,464
12/01/31	-	2,912	-	-	200	-	-	45	-	-	3,448	-
06/01/32	32,039	34,951	37,863	4,861	5,062	5,262	858	903	948	10,567	14,016	17,464
12/01/32	-	2,392	-	-	152	-	-	36	-	-	3,290	-
06/01/33	33,148	35,540	37,931	4,960	5,111	5,263	882	919	955	10,884	14,174	17,464
12/01/33	-	1,832	-	-	102	-	-	27	-	-	3,127	-
06/01/34	34,086	35,919	37,751	5,058	5,160	5,262	907	934	962	11,209	14,336	17,462
12/01/34	-	1,257	-	-	52	-	-	18	-	-	2,959	-
06/01/35	35,274	36,531	37,789	5,156	5,207	5,259	907	925	944	11,543	14,501	17,460
12/01/35	-	640	-	-	-	-	-	9	-	-	2,785	-
06/01/36	36,561	37,201	37,841	-	-	-	931	941	950	11,894	14,679	17,464
12/01/36	-	-	-	-	-	-	-	-	-	-	2,607	-
06/01/37	-	-	-	-	-	-	-	-	-	12,244	14,851	17,458
12/01/37	-	-	-	-	-	-	-	-	-	-	2,423	-
06/01/38	-	-	-	-	-	-	-	-	-	12,612	15,036	17,459
12/01/38	-	-	-	-	-	-	-	-	-	-	2,234	-
06/01/39	-	-	-	-	-	-	-	-	-	12,989	15,223	17,457
12/01/39	-	-	-	-	-	-	-	-	-	-	2,039	-
06/01/40	-	-	-	-	-	-	-	-	-	13,382	15,422	17,461
12/01/40	-	-	-	-	-	-	-	-	-	-	1,839	-
06/01/41	-	-	-	-	-	-	-	-	-	13,785	15,623	17,462
12/01/41	-	-	-	-	-	-	-	-	-	-	1,632	-
06/01/42	-	-	-	-	-	-	-	-	-	14,195	15,827	17,459
12/01/42	-	-	-	-	-	-	-	-	-	-	1,419	-
06/01/43	-	-	-	-	-	-	-	-	-	14,623	16,042	17,461
12/01/43	-	-	-	-	-	-	-	-	-	-	1,200	-
06/01/44	-	-	-	-	-	-	-	-	-	15,059	16,259	17,459
12/01/44	-	-	-	-	-	-	-	-	-	-	974	-
06/01/45	-	-	-	-	-	-	-	-	-	15,513	16,487	17,460
12/01/45	-	-	-	-	-	-	-	-	-	-	741	-
06/01/46	-	-	-	-	-	-	-	-	-	15,984	16,724	17,465
12/01/46	-	-	-	-	-	-	-	-	-	-	501	-
06/01/47	-	-	-	-	-	-	-	-	-	16,463	16,964	17,465
12/01/47	-	-	-	-	-	-	-	-	-	-	254	-
06/01/48	-	-	-	-	-	-	-	-	-	16,950	17,205	17,459
12/01/48	-	-	-	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 419,501	\$ 529,504	\$ 529,504	\$ 59,688	\$ 68,376	\$ 68,376	\$ 11,495	\$ 13,294	\$ 13,294	\$ 312,158	\$ 453,999	\$ 453,999

91	92	93	94	95	96	97	98	99	100	101	102
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Date: 7/28/2022

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

103 104 105 106 107 108 109 110 111 112 113 114

Payment Date	Series 2018D-2 (\$8.0M) CORE 3.0%			Series 2018E (\$11.3M) CORE 2.0%			Series 2018F (\$6.0M) CORE 2.0%			Series 2019A (\$12.0M) CORE 2.0%		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	848	-	-	612	-	-	572	-	-	1,138	-
06/01/23	3,946	4,794	5,641	6,278	6,907	7,519	2,856	3,427	3,999	5,679	6,816	7,954
12/01/23	-	797	-	-	597	-	-	543	-	-	1,081	-
06/01/24	4,044	4,841	5,637	6,333	6,930	7,526	2,910	3,453	3,996	5,799	6,880	7,960
12/01/24	-	744	-	-	564	-	-	514	-	-	1,023	-
06/01/25	4,142	4,886	5,631	6,398	6,963	7,527	2,976	3,490	4,004	5,919	6,941	7,964
12/01/25	-	691	-	-	532	-	-	484	-	-	964	-
06/01/26	4,251	4,942	5,632	6,464	6,996	7,527	3,030	3,514	3,999	6,028	6,991	7,955
12/01/26	-	636	-	-	499	-	-	454	-	-	903	-
06/01/27	4,360	4,996	5,631	6,540	7,039	7,538	3,096	3,549	4,003	6,148	7,051	7,954
12/01/27	-	579	-	-	466	-	-	423	-	-	842	-
06/01/28	4,480	5,059	5,638	6,605	7,071	7,536	3,150	3,573	3,996	6,278	7,120	7,962
12/01/28	-	521	-	-	432	-	-	391	-	-	779	-
06/01/29	4,589	5,110	5,631	6,671	7,103	7,534	3,216	3,607	3,998	6,398	7,177	7,956
12/01/29	-	462	-	-	398	-	-	359	-	-	715	-
06/01/30	4,709	5,171	5,632	6,736	7,134	7,532	3,281	3,640	3,999	6,529	7,244	7,959
12/01/30	-	401	-	-	363	-	-	326	-	-	650	-
06/01/31	4,829	5,229	5,630	6,802	7,165	7,528	3,346	3,673	3,999	6,660	7,310	7,959
12/01/31	-	338	-	-	329	-	-	293	-	-	583	-
06/01/32	4,960	5,298	5,636	6,878	7,207	7,535	3,412	3,705	3,998	6,791	7,374	7,957
12/01/32	-	274	-	-	294	-	-	259	-	-	515	-
06/01/33	5,090	5,364	5,638	6,943	7,237	7,531	3,477	3,736	3,995	6,932	7,448	7,963
12/01/33	-	208	-	-	258	-	-	224	-	-	446	-
06/01/34	5,221	5,429	5,637	7,020	7,278	7,536	3,553	3,778	4,002	7,074	7,520	7,966
12/01/34	-	140	-	-	222	-	-	189	-	-	375	-
06/01/35	5,352	5,492	5,633	7,085	7,307	7,530	3,619	3,807	3,996	7,205	7,580	7,955
12/01/35	-	71	-	-	186	-	-	152	-	-	303	-
06/01/36	5,494	5,565	5,636	7,161	7,348	7,534	3,695	3,847	4,000	7,358	7,661	7,964
12/01/36	-	-	-	-	150	-	-	115	-	-	230	-
06/01/37	-	-	-	7,238	7,387	7,537	3,771	3,887	4,002	7,499	7,729	7,958
12/01/37	-	-	-	-	113	-	-	78	-	-	155	-
06/01/38	-	-	-	7,303	7,416	7,529	3,848	3,925	4,003	7,652	7,806	7,961
12/01/38	-	-	-	-	76	-	-	39	-	-	78	-
06/01/39	-	-	-	7,379	7,455	7,531	3,924	3,963	4,002	7,804	7,882	7,960
12/01/39	-	-	-	-	38	-	-	-	-	-	-	-
06/01/40	-	-	-	7,456	7,494	7,532	-	-	-	-	-	-
12/01/40	-	-	-	-	-	-	-	-	-	-	-	-
06/01/41	-	-	-	-	-	-	-	-	-	-	-	-
12/01/41	-	-	-	-	-	-	-	-	-	-	-	-
06/01/42	-	-	-	-	-	-	-	-	-	-	-	-
12/01/42	-	-	-	-	-	-	-	-	-	-	-	-
06/01/43	-	-	-	-	-	-	-	-	-	-	-	-
12/01/43	-	-	-	-	-	-	-	-	-	-	-	-
06/01/44	-	-	-	-	-	-	-	-	-	-	-	-
12/01/44	-	-	-	-	-	-	-	-	-	-	-	-
06/01/45	-	-	-	-	-	-	-	-	-	-	-	-
12/01/45	-	-	-	-	-	-	-	-	-	-	-	-
06/01/46	-	-	-	-	-	-	-	-	-	-	-	-
12/01/46	-	-	-	-	-	-	-	-	-	-	-	-
06/01/47	-	-	-	-	-	-	-	-	-	-	-	-
12/01/47	-	-	-	-	-	-	-	-	-	-	-	-
06/01/48	-	-	-	-	-	-	-	-	-	-	-	-
12/01/48	-	-	-	-	-	-	-	-	-	-	-	-
06/01/49	-	-	-	-	-	-	-	-	-	-	-	-
12/01/49	-	-	-	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 65,465	\$ 78,885	\$ 78,885	\$ 123,290	\$ 135,564	\$ 135,564	\$ 57,160	\$ 67,992	\$ 67,992	\$ 113,752	\$ 135,309	\$ 135,309

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

115 116 117 118 119 120 121 122 123 124 125 126

Payment Date	Series 2020B (\$11.2M) CORE 2.0%			Series 2021A Refunding (\$37.38M)			Series 2022A (\$20.370M) CORE 2.0%			TOTAL EXISTING DEBT		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	774	-	-	10,025	-	-	407	-	-	67,125	-
06/01/23	981	2,042	2,816	38,470	48,495	58,521	-	960	1,366	257,070	330,996	398,121
12/01/23	-	1,153	-	-	9,064	-	-	1,427	-	-	65,347	-
06/01/24	5,297	6,508	7,661	40,384	49,447	58,511	7,412	9,331	10,758	276,302	347,893	413,240
12/01/24	-	1,158	-	-	8,054	-	-	2,179	-	-	62,709	-
06/01/25	5,406	6,564	7,722	42,462	50,516	58,571	9,396	11,542	13,721	286,710	354,823	417,532
12/01/25	-	1,104	-	-	6,992	-	-	2,052	-	-	59,012	-
06/01/26	5,515	6,619	7,723	44,376	51,369	58,361	9,581	11,633	13,686	295,090	359,273	418,285
12/01/26	-	1,049	-	-	5,883	-	-	1,956	-	-	55,229	-
06/01/27	5,624	6,673	7,722	46,412	52,295	58,179	9,777	11,734	13,690	303,839	363,965	419,193
12/01/27	-	993	-	-	4,723	-	-	1,859	-	-	51,320	-
06/01/28	5,733	6,726	7,719	48,550	53,272	57,995	9,974	11,832	13,691	312,935	368,870	420,190
12/01/28	-	935	-	-	3,509	-	-	1,759	-	-	47,282	-
06/01/29	5,853	6,789	7,724	50,658	54,167	57,676	10,170	11,929	13,688	322,106	373,711	420,993
12/01/29	-	877	-	-	2,243	-	-	1,657	-	-	43,114	-
06/01/30	5,973	6,850	7,727	53,091	55,333	57,576	10,377	12,034	13,691	331,964	379,100	422,213
12/01/30	-	817	-	-	1,844	-	-	1,553	-	-	39,712	-
06/01/31	6,093	6,910	7,727	53,618	55,463	57,307	10,584	12,137	13,691	344,529	387,953	427,666
12/01/31	-	756	-	-	1,409	-	-	1,448	-	-	36,132	-
06/01/32	6,213	6,969	7,725	54,324	55,733	57,141	10,791	12,239	13,686	365,676	405,188	441,319
12/01/32	-	694	-	-	967	-	-	1,340	-	-	32,346	-
06/01/33	6,333	7,027	7,721	54,891	55,858	56,826	11,009	12,349	13,688	341,746	377,098	409,445
12/01/33	-	631	-	-	487	-	-	1,230	-	-	28,695	-
06/01/34	6,464	7,094	7,725	55,664	56,151	56,638	11,227	12,457	13,686	350,235	381,634	410,329
12/01/34	-	566	-	-	-	-	-	1,117	-	-	24,949	-
06/01/35	6,595	7,160	7,726	-	-	-	11,456	12,573	13,691	286,874	314,215	339,164
12/01/35	-	500	-	-	-	-	-	1,003	-	-	21,733	-
06/01/36	6,725	7,225	7,725	-	-	-	11,685	12,688	13,690	279,255	303,059	324,792
12/01/36	-	433	-	-	-	-	-	886	-	-	18,526	-
06/01/37	6,856	7,289	7,722	-	-	-	11,914	12,800	13,686	242,851	263,116	281,643
12/01/37	-	364	-	-	-	-	-	767	-	-	15,970	-
06/01/38	6,998	7,362	7,726	-	-	-	12,154	12,920	13,687	249,694	267,061	283,031
12/01/38	-	294	-	-	-	-	-	645	-	-	13,340	-
06/01/39	7,140	7,434	7,728	-	-	-	12,404	13,049	13,695	253,253	267,637	280,977
12/01/39	-	223	-	-	-	-	-	521	-	-	10,665	-
06/01/40	7,281	7,504	7,727	-	-	-	12,644	13,165	13,686	196,551	207,904	218,569
12/01/40	-	150	-	-	-	-	-	395	-	-	8,462	-
06/01/41	7,423	7,573	7,723	-	-	-	12,906	13,300	13,695	175,576	184,472	192,934
12/01/41	-	76	-	-	-	-	-	266	-	-	6,404	-
06/01/42	7,576	7,651	7,727	-	-	-	13,156	13,422	13,688	151,767	158,383	164,787
12/01/42	-	-	-	-	-	-	-	134	-	-	4,539	-
06/01/43	-	-	-	-	-	-	13,418	13,552	13,686	105,439	110,033	114,572
12/01/43	-	-	-	-	-	-	-	-	-	-	3,122	-
06/01/44	-	-	-	-	-	-	-	-	-	50,218	53,341	56,463
12/01/44	-	-	-	-	-	-	-	-	-	-	2,432	-
06/01/45	-	-	-	-	-	-	-	-	-	33,836	36,268	38,701
12/01/45	-	-	-	-	-	-	-	-	-	-	1,925	-
06/01/46	-	-	-	-	-	-	-	-	-	34,851	36,776	38,701
12/01/46	-	-	-	-	-	-	-	-	-	-	1,402	-
06/01/47	-	-	-	-	-	-	-	-	-	35,897	37,299	38,702
12/01/47	-	-	-	-	-	-	-	-	-	-	864	-
06/01/48	-	-	-	-	-	-	-	-	-	36,963	37,826	38,690
12/01/48	-	-	-	-	-	-	-	-	-	-	309	-
06/01/49	-	-	-	-	-	-	-	-	-	20,612	20,921	21,230
12/01/49	-	-	-	-	-	-	-	-	-	-	-	-
06/01/50	-	-	-	-	-	-	-	-	-	-	-	-
12/01/50	-	-	-	-	-	-	-	-	-	-	-	-
06/01/51	-	-	-	-	-	-	-	-	-	-	-	-
12/01/51	-	-	-	-	-	-	-	-	-	-	-	-
06/01/52	-	-	-	-	-	-	-	-	-	-	-	-
12/01/52	-	-	-	-	-	-	-	-	-	-	-	-
06/01/53	-	-	-	-	-	-	-	-	-	-	-	-
12/01/53	-	-	-	-	-	-	-	-	-	-	-	-
06/01/54	-	-	-	-	-	-	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 122,080	\$ 149,515	\$ 149,515	\$ 582,900	\$ 693,301	\$ 693,301	\$ 222,033	\$ 272,247	\$ 272,247	\$ 5,941,838	\$ 7,451,481	\$ 7,451,481

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

127 128 129 130 131 132 133 134 135 136 137 138

Payment Date	EXP Southern Tier West (\$3.6M)			C Ingersoll Run (\$26.4M)			C Sewer Lining P2 (\$11.0M)			C Clarifier P2 (\$19.0M)		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	201	-	-	270	-	-	-	-	-	-	-
06/01/23	-	977	1,179	-	1,281	1,551	-	544	544	-	314	314
12/01/23	-	882	-	-	2,057	-	-	830	-	-	872	-
06/01/24	3,627	4,510	5,392	-	3,070	5,127	5,341	6,474	7,304	-	1,450	2,322
12/01/24	-	846	-	-	3,810	-	-	1,146	-	-	1,866	-
06/01/25	3,701	4,547	5,393	6,529	10,846	14,655	5,014	6,160	7,305	8,720	10,791	12,657
12/01/25	-	809	-	-	4,218	-	-	1,095	-	-	1,984	-
06/01/26	3,775	4,584	5,393	6,224	10,442	14,661	5,123	6,218	7,314	8,687	10,671	12,655
12/01/26	-	771	-	-	4,125	-	-	1,044	-	-	1,897	-
06/01/27	3,848	4,619	5,391	6,409	10,534	14,659	5,221	6,265	7,310	8,862	10,759	12,656
12/01/27	-	733	-	-	4,029	-	-	992	-	-	1,808	-
06/01/28	3,922	4,654	5,387	6,595	10,623	14,652	5,319	6,311	7,303	9,036	10,844	12,653
12/01/28	-	694	-	-	3,930	-	-	939	-	-	1,718	-
06/01/29	4,020	4,713	5,407	6,802	10,732	14,662	5,428	6,367	7,306	9,221	10,939	12,657
12/01/29	-	653	-	-	3,828	-	-	885	-	-	1,626	-
06/01/30	4,093	4,747	5,400	6,998	10,826	14,654	5,537	6,422	7,306	9,396	11,022	12,647
12/01/30	-	613	-	-	3,723	-	-	829	-	-	1,532	-
06/01/31	4,167	4,779	5,392	7,205	10,928	14,651	5,646	6,475	7,305	9,592	11,124	12,656
12/01/31	-	571	-	-	3,615	-	-	773	-	-	1,436	-
06/01/32	4,265	4,836	5,406	7,423	11,038	14,653	5,766	6,539	7,312	9,777	11,213	12,649
12/01/32	-	528	-	-	3,504	-	-	715	-	-	1,338	-
06/01/33	4,338	4,866	5,395	7,652	11,155	14,659	5,875	6,590	7,305	9,974	11,312	12,650
12/01/33	-	485	-	-	3,389	-	-	656	-	-	1,238	-
06/01/34	4,436	4,921	5,406	7,881	11,270	14,658	5,995	6,651	7,308	10,181	11,419	12,657
12/01/34	-	440	-	-	3,271	-	-	596	-	-	1,137	-
06/01/35	4,510	4,950	5,391	8,110	11,380	14,651	6,115	6,711	7,308	10,377	11,513	12,650
12/01/35	-	395	-	-	3,149	-	-	535	-	-	1,033	-
06/01/36	4,608	5,003	5,399	8,360	11,509	14,658	6,235	6,770	7,305	10,584	11,617	12,649
12/01/36	-	349	-	-	3,024	-	-	473	-	-	927	-
06/01/37	4,706	5,055	5,404	8,611	11,635	14,658	6,366	6,838	7,311	10,802	11,729	12,656
12/01/37	-	302	-	-	2,894	-	-	409	-	-	819	-
06/01/38	4,804	5,106	5,408	8,873	11,767	14,661	6,486	6,895	7,304	11,020	11,839	12,658
12/01/38	-	254	-	-	2,761	-	-	344	-	-	709	-
06/01/39	4,877	5,132	5,386	9,134	11,896	14,657	6,616	6,961	7,305	11,238	11,947	12,655
12/01/39	-	205	-	-	2,624	-	-	278	-	-	596	-
06/01/40	4,976	5,181	5,386	9,407	12,031	14,655	6,747	7,025	7,303	11,456	12,052	12,649
12/01/40	-	156	-	-	2,483	-	-	211	-	-	482	-
06/01/41	5,074	5,229	5,385	9,690	12,173	14,657	6,889	7,099	7,310	11,685	12,167	12,648
12/01/41	-	105	-	-	2,338	-	-	142	-	-	365	-
06/01/42	5,196	5,301	5,406	9,984	12,322	14,660	7,020	7,161	7,303	11,925	12,290	12,654
12/01/42	-	53	-	-	2,188	-	-	72	-	-	246	-
06/01/43	5,294	5,347	5,400	10,279	12,467	14,655	7,161	7,233	7,305	12,164	12,410	12,656
12/01/43	-	-	-	-	2,034	-	-	-	-	-	124	-
06/01/44	-	-	-	10,584	12,618	14,652	-	-	-	12,404	12,528	12,652
12/01/44	-	-	-	-	1,875	-	-	-	-	-	-	-
06/01/45	-	-	-	10,911	12,786	14,661	-	-	-	-	-	-
12/01/45	-	-	-	-	1,712	-	-	-	-	-	-	-
06/01/46	-	-	-	11,238	12,949	14,661	-	-	-	-	-	-
12/01/46	-	-	-	-	1,543	-	-	-	-	-	-	-
06/01/47	-	-	-	11,565	13,108	14,651	-	-	-	-	-	-
12/01/47	-	-	-	-	1,369	-	-	-	-	-	-	-
06/01/48	-	-	-	11,914	13,283	14,653	-	-	-	-	-	-
12/01/48	-	-	-	-	1,191	-	-	-	-	-	-	-
06/01/49	-	-	-	12,273	13,464	14,655	-	-	-	-	-	-
12/01/49	-	-	-	-	1,007	-	-	-	-	-	-	-
06/01/50	-	-	-	12,644	13,651	14,657	-	-	-	-	-	-
12/01/50	-	-	-	-	817	-	-	-	-	-	-	-
06/01/51	-	-	-	13,026	13,843	14,660	-	-	-	-	-	-
12/01/51	-	-	-	-	622	-	-	-	-	-	-	-
06/01/52	-	-	-	13,407	14,029	14,650	-	-	-	-	-	-
12/01/52	-	-	-	-	421	-	-	-	-	-	-	-
06/01/53	-	-	-	13,810	14,231	14,651	-	-	-	-	-	-
12/01/53	-	-	-	-	213	-	-	-	-	-	-	-
06/01/54	-	-	-	14,225	14,438	14,651	-	-	-	-	-	-
Total as of:												
7/1/2022	\$ 88,236	\$ 109,106	\$ 109,106	\$ 287,760	\$ 446,358	\$ 446,358	\$ 119,900	\$ 146,676	\$ 146,676	\$ 207,100	\$ 255,700	\$ 255,700

CITY OF BONDURANT
WRA Debt Service Allocations
August 2022 Certificates

139 140 141 142 143 144 145 146 147

Payment Date	C Bid Contingency (\$12.0M)			Total Pending			TOTAL EXISTING AND PENDING DEBT		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Estimated WRA Debt for August 2022 Certificates		
	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt	Par	Total Debt	Ann. Debt
12/01/22	-	-	-	-	471	-	-	67,596	-
06/01/23	-	128	128	-	3,244	3,715	257,070	334,240	401,836
12/01/23	-	442	-	-	5,084	-	-	70,431	-
06/01/24	-	832	1,275	8,968	16,337	21,421	285,270	364,230	434,661
12/01/24	-	1,113	-	-	8,780	-	-	71,489	-
06/01/25	5,559	6,867	7,980	29,523	39,210	47,990	316,233	394,033	465,523
12/01/25	-	1,252	-	-	9,359	-	-	68,371	-
06/01/26	5,483	6,735	7,988	29,291	38,651	48,010	324,381	397,924	466,295
12/01/26	-	1,198	-	-	9,035	-	-	64,264	-
06/01/27	5,592	6,789	7,987	29,932	38,967	48,002	333,771	402,932	467,195
12/01/27	-	1,142	-	-	8,704	-	-	60,024	-
06/01/28	5,701	6,842	7,984	30,572	39,276	47,980	343,507	408,146	468,170
12/01/28	-	1,085	-	-	8,365	-	-	55,647	-
06/01/29	5,821	6,905	7,990	31,291	39,657	48,022	353,397	413,367	469,014
12/01/29	-	1,026	-	-	8,018	-	-	51,132	-
06/01/30	5,941	6,967	7,993	31,964	39,983	48,001	363,928	419,082	470,214
12/01/30	-	967	-	-	7,664	-	-	47,376	-
06/01/31	6,050	7,017	7,984	32,659	40,323	47,986	377,189	428,276	475,652
12/01/31	-	907	-	-	7,301	-	-	43,433	-
06/01/32	6,180	7,087	7,993	33,411	40,712	48,013	399,088	445,900	489,333
12/01/32	-	845	-	-	6,930	-	-	39,276	-
06/01/33	6,300	7,145	7,990	34,139	41,069	47,998	375,885	418,167	457,443
12/01/33	-	782	-	-	6,550	-	-	35,245	-
06/01/34	6,420	7,202	7,984	34,913	41,463	48,013	385,147	423,097	458,342
12/01/34	-	718	-	-	6,162	-	-	31,110	-
06/01/35	6,551	7,268	7,986	35,662	41,824	47,985	322,536	356,039	387,150
12/01/35	-	652	-	-	5,764	-	-	27,497	-
06/01/36	6,682	7,334	7,986	36,469	42,233	47,997	315,724	345,292	372,789
12/01/36	-	585	-	-	5,358	-	-	23,884	-
06/01/37	6,813	7,398	7,983	37,297	42,655	48,013	280,148	305,771	329,655
12/01/37	-	517	-	-	4,942	-	-	20,912	-
06/01/38	6,954	7,471	7,988	38,136	43,078	48,020	287,830	310,139	331,051
12/01/38	-	448	-	-	4,516	-	-	17,856	-
06/01/39	7,096	7,543	7,991	38,962	43,478	47,994	292,215	311,115	328,971
12/01/39	-	377	-	-	4,081	-	-	14,746	-
06/01/40	7,238	7,614	7,991	39,823	43,904	47,984	236,374	251,808	266,554
12/01/40	-	304	-	-	3,636	-	-	12,098	-
06/01/41	7,379	7,684	7,988	40,717	44,352	47,988	216,293	228,824	240,922
12/01/41	-	230	-	-	3,180	-	-	9,584	-
06/01/42	7,532	7,762	7,993	41,657	44,837	48,017	193,424	203,219	212,803
12/01/42	-	155	-	-	2,713	-	-	7,253	-
06/01/43	7,674	7,829	7,984	42,572	45,286	47,999	148,011	155,319	162,572
12/01/43	-	78	-	-	2,236	-	-	5,359	-
06/01/44	7,837	7,915	7,994	30,825	33,062	35,298	81,043	86,402	91,761
12/01/44	-	-	-	-	1,875	-	-	4,308	-
06/01/45	-	-	-	10,911	12,786	14,661	44,747	49,054	53,362
12/01/45	-	-	-	-	1,712	-	-	3,636	-
06/01/46	-	-	-	11,238	12,949	14,661	46,089	49,726	53,362
12/01/46	-	-	-	-	1,543	-	-	2,945	-
06/01/47	-	-	-	11,565	13,108	14,651	47,462	50,407	53,352
12/01/47	-	-	-	-	1,369	-	-	2,233	-
06/01/48	-	-	-	11,914	13,283	14,653	48,877	51,110	53,343
12/01/48	-	-	-	-	1,191	-	-	1,500	-
06/01/49	-	-	-	12,273	13,464	14,655	32,885	34,385	35,885
12/01/49	-	-	-	-	1,007	-	-	1,007	-
06/01/50	-	-	-	12,644	13,651	14,657	12,644	13,651	14,657
12/01/50	-	-	-	-	817	-	-	817	-
06/01/51	-	-	-	13,026	13,843	14,660	13,026	13,843	14,660
12/01/51	-	-	-	-	622	-	-	622	-
06/01/52	-	-	-	13,407	14,029	14,650	13,407	14,029	14,650
12/01/52	-	-	-	-	421	-	-	421	-
06/01/53	-	-	-	13,810	14,231	14,651	13,810	14,231	14,651
12/01/53	-	-	-	-	213	-	-	213	-
06/01/54	-	-	-	14,225	14,438	14,651	14,225	14,438	14,651
Total as of:									
7/1/2022	\$ 130,800	\$ 161,157	\$ 161,157	\$ 833,796	\$ 1,118,996	\$ 1,118,996	\$ 6,775,634	\$ 8,570,477	\$ 8,570,477



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

Item No. 5.j.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Change Order No. 5 for Commerce Crossings Phase 2 Public Improvements Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve change order #5 in the amount of \$4,400.00. Change order 5.1 is for flared end section apron guards that City staff requested be installed on either end of the large Storm sewer that runs beneath Commerce Parkway to avoid conflicts in the future as this area develops.

FUNDING SOURCE: TIF/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-164
2. Change Order No. 5

CITY OF BONDURANT
RESOLUTION NO. 220815-164

RESOLUTION APROVING CHANGE ORDER NO. 5 FOR THE COMMERCE
CROSSINGS PHASE 2 PUBLIC IMPROVEMENT PROJECT TO CONCRETE
TECHNOLOGIES INC. IN THE AMOUNT OF \$4,400.00

WHEREAS, on August 5th ,2022, the City of Bondurant received change order no. 5 for apron guards to be added to existing infrastructure for the Commerce Crossings Phase 2 Public Improvement Project; AND

WHEREAS, the City Council approves change order #5 for the apron guards to be added to existing infrastructure 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. 5 for the Commerce Crossings Phase 2 Public Improvement Project to Concrete Technologies Inc. is hereby approved

Passed this 15th day of August 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	<u>X</u>
Engineer	<u>X</u>
Contractor	<u>X</u>

Contractor: **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	5	
Date	August 5, 2022	

THE CONTRACT IS CHANGED AS FOLLOWS:

CO-5: This change order adds additional bid items as described below.

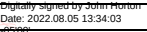
5.1 - FLARED END SECTION APRON GUARD, 36 IN. - Two apron (trash) guards were added at the inlet and outlet of the 36 IN. flared end section to prevent debris intruding into and clogging the culvert.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 5.1	FLARED END SECTION APRON GUARD, 36 IN.	EA	\$2,200.00	2	\$4,400.00
TOTAL					\$4,400.00

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$1,963,849.83
Net Change by previously authorized Change Orders	\$32,186.47
The Contract Sum prior to This Change Order was	\$1,996,036.30
The Contract Sum will be increased by this Change Order in the amount of	\$4,400.00
The new Contract Sum including this Change Order will be	\$2,000,436.30
Aggregate Change Order as a percent of Original Contract	1.86%
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: 	Signature:  Aug 5 2022 1:24 PM	Signature: John Horton  Digitally signed by John Horton Date: 2022.08.05 13:34:03 05:00
Name: Beau Sprouse	Name: David Fliehler, PE	Name: John Horton
Title: Director of Operations	Title: Project Engineer	Title: Public Works Director
Date: 08/05/22	Date:	Date:

Owner: **City of Bondurant**

x _____	Date: _____
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**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.k.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Pay Request No. 13 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 #13 in the amount of \$64,652.39 related to Commerce Crossings Phase 2 Public Infrastructure Improvement Project. Phase 2 is approximately 94% complete.

This pay application is for work completed from April 27th, 2022, through August 5th, 2022. This pay application represents the traffic signal work that was delayed due to material lead times from the signal pole manufacturer.

Work is substantially completed at this point. All roads are open to traffic and the signal functions as it should. Contractors will address some cleanup items and seeding establishment once the SUDAS seeding window opens back up in late August or September.

FUNDING SOURCE: TIF/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-165
2. Pay Request No. 13

CITY OF BONDURANT
RESOLUTION NO. 220815-165

RESOLUTION APPROVING PAY REQUEST NO. 13 TO CONCRETE
TECHNOLOGIES INC. FOR THE COMMERCE CROSSINGS PHASE 2 PUBLIC
IMPROVEMENT PROJECT IN THE AMOUNT OF \$64,652.39

WHEREAS, the Commerce Crossings Phase 2 Public Improvements Project Pay Request No. 13 was submitted on August 5th, 2022; AND

WHEREAS, the pay request no. 13 is for the Commerce Crossings Phase 2 Public Improvement Project; AND

WHEREAS, Engineers from Shive-Hattery and City Staff have reviewed the pay request for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 13 for Concrete Technologies Inc. in the above-referenced amount is hereby approved.

Passed this 15th day of August 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 13

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:	04/26/2022 - 08/05/2022	
PAY REQUEST NUMBER:	13	
DATE:	August 5, 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, RCP 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	3,669.00	\$ 69,711.00
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	1,920.00	\$ 99,840.00
39	DETECTABLE WARNINGS	SF	140.00	\$ 39.00	\$ 5,460.00	140.00	\$ 5,460.00
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	0.90	\$ 65,443.50
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	1.00	\$ 9,135.00
47	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	ACRE	3.20	\$ 1,415.00	\$ 4,528.00	2.44	\$ 3,452.60
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	0.90	\$ 3,307.50
51	FILTER SOCK, 8 IN.	LF	500.00	\$ 1.60	\$ 800.00	941.00	\$ 1,505.60
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	337.00	\$ 623.45
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	5.64	\$ 13,930.80
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	27.00	\$ 1,417.50
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
CO 4.1	SANITARY SEWER MANHOLE ADJUSTMENT, MAJOR	EA	1.00	\$ 4,950.00	\$ 4,950.00	1.00	\$ 4,950.00
CO 4.2	SANITARY SEWER MANHOLE ADJUSTMENT, MINOR	EA	1.00	\$ 1,650.00	\$ 1,650.00	1.00	\$ 1,650.00
CO 4.3	WATERMAIN, COPPER TEST PORT	EA	1.00	\$ 825.00	\$ 825.00	1.00	\$ 825.00
CO 4.4	FIRE HYDRANT EXTENTION, CRITICAL CROSSING	EA	1.00	\$ 1,540.00	\$ 1,540.00	1.00	\$ 1,540.00
CO 4.5	CONNECTION TO EXISTING WATER SYSTEM	EA	1.00	\$ 2,835.00	\$ 2,835.00	1.00	\$ 2,835.00
CO 4.6	CONNECTION TO EXISTING STORM SEWER	LS	1.00	\$ 3,025.00	\$ 3,025.00	1.00	\$ 3,025.00
CO 5.1	FLARED END SECTION APRON GUARD, 36 IN.	EA	2.00	\$ 2,200.00	\$ 4,400.00	2.00	\$ 4,400.00
				TOTAL	\$ 2,000,428.30		\$ 1,878,177.68

PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$1,963,849.83	\$ 1,878,177.68
Approved Change Order #	CO#1 \$ 2,787.00	
Approved Change Order #	CO#2 \$ 12,138.00	
Approved Change Order #	CO#3 \$ 2,436.47	
Approved Change Order #	CO#4 \$ 14,825.00	
Approved Change Order #	CO#5 \$ 4,400.00	
Revised Contract Price	\$ 2,000,436.30	\$ 1,878,177.68
	Retainage (5%)	\$ 93,908.88
	Liquidated Damages	
	Total Earned Less Retainage	\$ 1,784,268.80
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
	Pay Request 10	\$30,294.99
	Pay Request 11	\$13,891.85
	Pay Request 12	\$112,029.04
Total Previously Approved		\$1,719,616.41
Amount Due This Request		\$ 64,652.39
Percent Complete		94%
Percent of Contract Period Utilized		115%

The amount of: **\$64,652.39** 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: Beau S. Sprouse	Signature:  Aug 5 2022 1:26 PM	Signature: John Horton
Name: Beau Sprouse	Name: David Flieher, PE	Name: John Horton
Title: Director of Operations	Title: Project Engineer	Title: Public Works Director
Date: 08/05/22	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.I.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Change Order No. 1 for the Traffic Signal Covers for the Hwy 65 Underpass Project TAP-T-0747(613)—8V-77

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve change order #1 in the amount of \$2,600.97 related to the need for traffic signal covers for the Hwy 65 underpass project.

This change was requested by Iowa DOT in their traffic control review after the project had been awarded. Iowa DOT requested that the traffic signal heads at Grant Street and Hwy 65 be covered to not cause confusion with drivers as they navigated the intersection during construction.

FUNDING SOURCE: Gant Funding/GO bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-166
2. Change Order No. 1

CITY OF BONDURANT
RESOLUTION NO. 220815-166

RESOLUTION APPROVING CHANGE ORDER #1 FOR THE HWY 65 UNDERPASS
PROJECT # TAP-T-0747(613)—8V-77 IN THE AMOUNT OF \$2,600.97

WHEREAS, the Hwy 65 Underpass Project Change Order #1 was submitted on August 4th, 2022; AND

WHEREAS, the change order #1 is for traffic signal covers for the Hwy 65 Underpass Project; AND

WHEREAS, Engineers from Veenstra & Kimm, Inc. and City Staff have reviewed the change order for accuracy; AND

WHEREAS, the amount for Change Order #1 is \$2,600.97.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the change order #1 for the Hwy 65 Underpass Project in the amount of \$2,600.97 is hereby approved.

Passed this 15th day of August 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				

CHANGE ORDER
For Local Public Agency Projects

No.: 1

Non-Substantial: ☒

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number):38554

Project Number: TAP-T-0747(613)--8V-77

Contract Work Type: RCB Culvert New - Single Box

Local Public Agency: City of Bondurant

Contractor: JENCO Construction, Inc.

Date Prepared: July 20, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

8001 Cover traffic signal heads at Highway 65 and Grant St when not in use during temporary traffic control setup. Only traffic signal heads facing lanes open to traffic during the temporary traffic control will be covered. Therefore east facing signals will not require covers.

B - Reason for change:

8001 Iowa DOT, during the pre-construction meeting, noted and required that "dark" signals not in operation during the temporary traffic control setups are bagged to eliminate confusion to drivers that could potentially cause them to stop and cause an accident.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

8001 Cover Traffic Signal Heads: Lump Sum price includes all labor, materials, and equipment to furnish, install, and remove signal head covers during temporary traffic control, including miscellaneous associated work and cleanup.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8001 Cover Traffic Signal Heads, LS: \$2,600.97
Traffic Signal Covers, 14 EA @ 21.99 = \$307.86
Bucket Truck/Operator (10.65 HRS @ \$105.00) = \$1,118.25
Labor (10.65 HRS @ \$67.93) = \$723.45
O&M (@10%) = 214.96
Prime (@10%) = 236.45

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
Not a controlling item

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
				TOTAL		

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
X		8001	2599-9999010	Cover Traffic Signal Heads	\$2,600.97	1.000	\$2,600.97
					Add Row	Delete Row	TOTAL
							\$2,600.97

H. Signatures

Signatures will be applied through DocExpress.



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

Item No. 5.m.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Change Order No. 2 for the Special Backfill needed for the Hwy 65 Underpass Project TAP-T-0747(613)—8V-77

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve change order #2 in the amount of \$26,800.00 related to the need for special backfill for the Hwy 65 underpass project.

This change order is for the needed additional special backfill material to be placed under the underpass box and the retaining wall due to the poor soil conditions. Jenco, the project contractor, submitted the change order request and it has been reviewed by the City's project engineer at Veenstra & Kimm.

FUNDING SOURCE: Grant Funding

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-167
2. Change Order No. 2

CITY OF BONDURANT
RESOLUTION NO. 220815-167

RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR THE HWY 65
UNDERPASS PROJECT # TAP-T-0747(613)—8V-77 IN THE AMOUNT OF \$26,800.00

WHEREAS, the Hwy 65 Underpass Project Change Order No. 2 was submitted by Jenco on August 4th, 2022; AND

WHEREAS, the change order no. 2 is for special backfill material needed for the Hwy 65 Underpass Project; AND

WHEREAS, Engineers from Veenstra & Kimm, Inc. and City Staff have reviewed the change order for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the change order no. 2 for the Hwy 65 Underpass Project in the above-referenced amount is hereby approved.

Passed this 15th day of August 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				

CHANGE ORDER
For Local Public Agency Projects

No.: 2

Non-Substantial: ☒

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number):38554

Project Number: TAP-T-0747(613)--8V-77

Contract Work Type: RCB Culvert New - Single Box

Local Public Agency: City of Bondurant

Contractor: JENCO Construction, Inc.

Date Prepared: August 2, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0110 Additional Class 20 Excavation necessary for the over excavation to place of special backfill under RCBC.

8002 Add item for "Special Backfill". Work shall be in accordance with Section 2102. Includes cost of 12 inches of material, 2 foot beyond the footprint of the base slab, for the length of the RCBC and headwalls. Additional class 20 excavation required will be measured and paid for separately. Macadam stone may be substituted for special backfill at the contractor's option. If macadam stone is substituted, base material (Iowa DOT Gradation No. 13A) shall be topped with choke stone layer (Iowa DOT Gradation No. 13A or special backfill material). Engineer estimated quantity of rock based on a unit weight of 140 pcf.

B - Reason for change:

0110 Additional Class 20 Excavation necessary for the over excavation to place of special backfill under RCBC.

8002 Add item for "Special Backfill" to improve wet conditions under the RCBC and headwalls and provide a solid base for construction.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0110 Class 20 Excavation: At contract unit price

8002 Special Backfill: Agreed unit price

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

0110 Class 20 Excavation: At contract unit price

8002 Special Backfill: price within range when compared to (BidX Aug 2021 to July 2022); Low \$16, High \$215, Ave \$26.52; on a similar Veenstra and Kimm, Inc. project within the last 12 months the unit price was \$60.75.

E - Contract time adjustment: ☒ No Working Days added

☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
completion date contract

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0110	Excavation, Class 20	\$15.00	178.000	\$2,670.00
Add Row Delete Row TOTAL						\$2,670.00

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8002	2102-0425070	Special Backfill	\$80.00	335.000	\$26,800.00
				26,800			
				Add Row	Delete Row	TOTAL	
							\$26,800.00

H. Signatures

Signatures will be applied through DocExpress.



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

Item No. 5.n.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Dog Park Fencing Proposal from Platinum Fencing in the amount of \$34,811.00

CONTACT PERSON:

Nicole Van Houten, Communication & Event Specialist
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City has been working to establish a community dog park for the several years. The City was recently awarded Prairie Meadows Community Betterment Grant fund (\$15,000) and Polk County Community Betterment grant funds (\$5,000) 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. Additionally, 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.

City staff solicited fencing quotes and received four quotes ranging from \$34,811 to \$66,900. The quotes are for black vinyl fencing with posts in concrete footing. The attached resolution directs staff to move forward with the proposal from the lowest bidder, Platinum Fence Co.

FUNDING SOURCE: Grant/Contributions/General Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-168

CITY OF BONDURANT
RESOLUTION NO. 220815-168

RESOLUTION APPROVING DOG PARK FENCING PROPOSAL FROM PLATINUM
FENCING IN THE AMOUNT OF \$34,811.00

WHEREAS, The City's Comprehensive Plan guides Bondurant to encourage active, healthy living choices and to create abundant, connected parks; 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 City's Comprehensive Plan 4.19 guides the city to "Explore partnerships with existing community institutions to provide cost effective public facilities, including joint community facilities such as recreation fields or a community center"; AND

WHEREAS, The City's Comprehensive Plan 4.20 guides the city to "Coordinate with different institutions and agencies, such as the Bondurant-Farrar School District, Polk County, the Des Moines Area Metropolitan Planning Organization (MPO), and Iowa state agencies to ensure that expansion and reinvestment projects are cost effective and appropriate for the community"; AND

WHEREAS, The City's Comprehensive Plan 5.4 guides the city to "Develop community gathering spaces in parks"; AND

WHEREAS, The City of Bondurant does not currently have a dog park within the city's corporate limits; AND

WHEREAS, A dog park would provide a new recreational amenity to Lake Petocka area; AND

WHEREAS City staff solicited proposals for black vinyl fencing for the dog park area and received four quotes ranging from \$34,811 to \$66,900.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council directs staff to move forward with the fencing proposal from Platinum Fence Co. in the amount of \$34,811.00 to advance the objective of creating a dog park in Bondurant.

Passed this 15th day of August 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.o.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution affixing a date for a public hearing to consider a request for rezoning from Agricultural (A-1) to Planned Unit Development (R-5) on property at Parcel 231/00021-000-108

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant is in receipt of a request to rezone [Parcel 231/00021-000-108](#) from the Agricultural (A-1) District to the Planned Unit Development (R-5) District. The rezoning applicant is Berkey Home Builders. This development area will be called Park Side Estates. This development area is comprised of 12.52 acres along Pleasant Street NE just north of the Bondurant Recreational Sports Complex/Lake Petocka park area in the area highlighted in yellow below.

Area Map



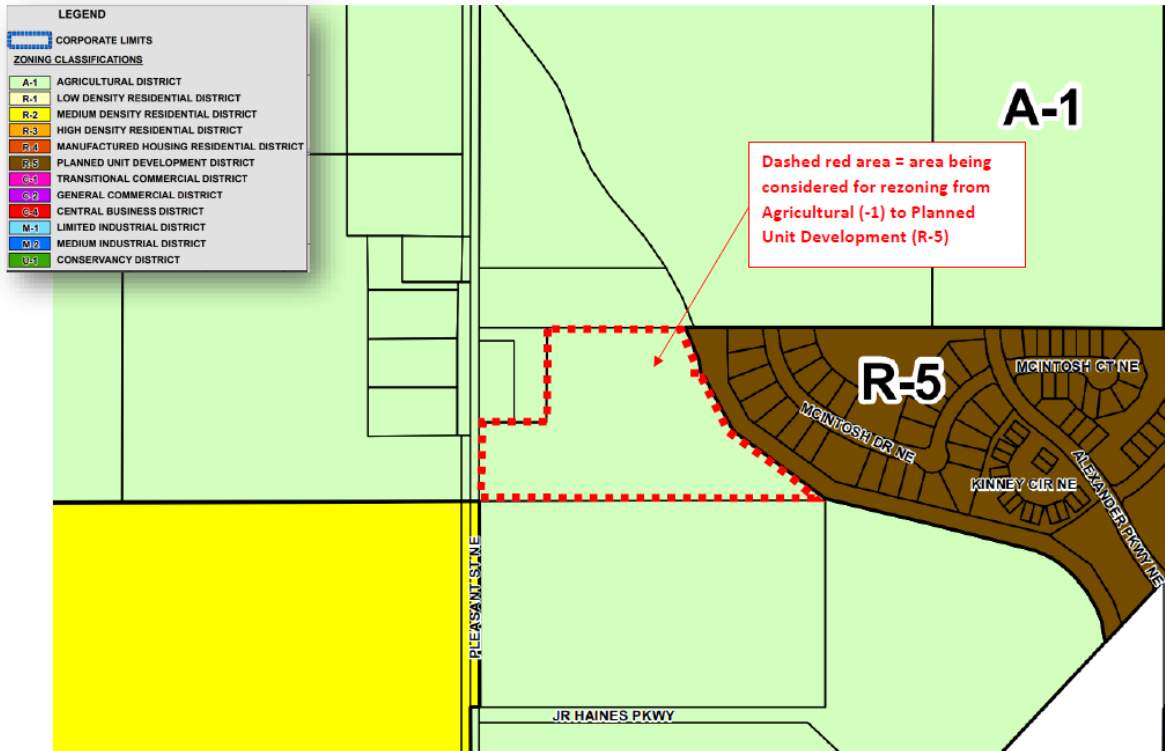
The attached Park Side Estates PUD Conceptual Plan proposes 30 lots for single-family detached development. The proposed lots will range in size from 8,399 SF to 59,374 SF; for comparison, the minimum R-2 lot size is 7,500 SF. The proposed lots will have a minimum lot width of 75' for interior lots; for comparison, the minimum R-2 lot width for interior lots is 65'. The PUD Conceptual Plan proposes that traditional R-2 setbacks be met on all lots (30' front, 35' rear, 15' total combined side yard setback with a minimum 7' on one side for 2-story and minimum 5' on one side for 1-story), with the exception that Lots 1-13 and 28-30 will have a reduced rear yard setback requirement of 30' instead of 35'.

The developer is seeking this 5' rear yard setback reduction for the described lots citing lot depth limitation concerns. The developer has indicated these lot depth limitations arise from this parcel's street frontage of 300'. When factoring in a 60'-wide right-of-way, this leaves 120' of lot depth for certain. From a brief review of newer R-2 subdivisions in Bondurant, it appears that lots are generally approximately at least 125' deep, however, the Wisteria Crossing Preliminary Plat is a current example where the developer is proposing R-2 development on some lots that are 117' deep.

Below is an area Zoning Map which shows the requested A-1 to R-5 rezoning area in red.

Area Zoning Map

Zoning Map

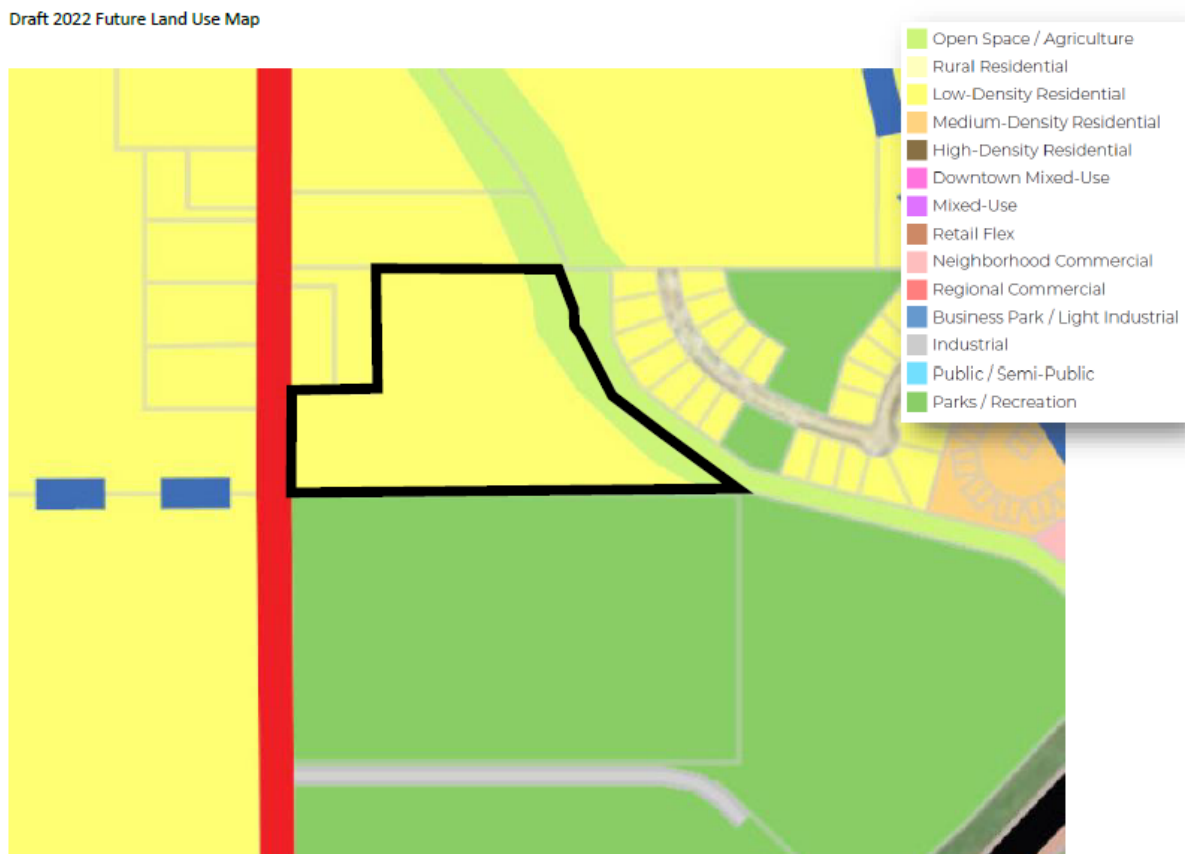


Analysis

When reviewing rezoning requests, the Planning & Zoning commission should take into account the Comprehensive Plan, Consistency with the Zoning Code, Spot Zoning, and Public Input.

Comprehensive Plan

The single-family detached use proposed is consistent with both the 2012 Future Land Use Map and also the draft 2022 Future Land Use Map. Below is an excerpt from the draft 2022 Future Land Use Map. This map guides for Low-Density Residential in light yellow and Open Space/Agriculture in light green. The PUD Conceptual Plan accommodates for the Open Space/ Agriculture designation by reserving a 20'-wide stream buffer ordinance easement area.



Consistency with the Zoning Code

Below are Zoning Code consistency items for consideration by the Planning & Zoning Commission.

- The proposed development area of 12.52 acres meets the minimum R-5 development area of 5 acres.
- The proposed single-family detached use is a permitted use of the R-5 District per Section 178.06.1.A of the Zoning Code.
- Although the R-5 District is intended to promote and permit flexibility of design and thereby may involve modifications of conventional regulations or standards, certain requirements shall be applied to ensure the development is compatible with the intent of the R-5 District. Topics for consideration related to this -
 - The R-5 District notes the original lot and yard requirements need not apply.
 - The Planning & Zoning Commission and City Council may require open space or screenings be located along all or a portion of the development boundaries.
 - A general note that this development does not propose any public parkland area, meaning the developer will need to pay the public parkland dedication

fee in lieu of establishing public parkland. Per Section 180.06 of the Subdivision Code, a mutually agreed upon appraiser will establish this fee price after the subdivision improvements have been completed.

- The proposed 2.4 dwelling units per acre stays well under the maximum R-5 District requirement of 20 units per acre.
- Attention shall be given to mitigation of existing or potential land use conflicts through proper orientation, open space, setbacks, landscaping and screening, grading, traffic circulation, and architectural compatibility.
- Any additional agreements required by the Planning & Zoning Commission and City Council at the time of PUD Conceptual Plan approval.

Spot Zoning

To determine whether illegal spot zoning has occurred, the courts consider 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).

Staff does not feel spot zoning will exist as a result of this rezoning request. The 2012 Future Land Use Map and the draft 2022 Future Land Use Map are both supportive of single-family detached development at this location. The existing Park Side R-5 zoning district is situated adjacent to the east of this Park Side Estates development area.

Public Input

As required by the City Code, property owners within 200 feet of the subject property for rezoning were notified of this request. A total of 15 property owners were notified. No public comments have been received to date.

FUNDING SOURCE: N/A for rezoning reivew

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed this rezoning request during their meeting on August 11, 2022 and voted on recommended approval subject to the following R-5 conditional requirements as authorized by Section 178.06.4.P of the Zoning Code: that all homes shall have basements; that this R-5 rezoning request is tied to the developer, Berkey Home Builders Inc, and the land shall revert back to A-1 if the developer does not construct out the subdivision; and that the developer shall establish a sidewalk or trail connection south to the BRSC/Park Side area and that details of this may be determined during the preliminary platting phase.

Staff recommends approval of the attached resolution, which sets the required rezoning public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-169
2. PUD Conceptual Plan

CITY OF BONDURANT
RESOLUTION NO. 220518-169

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REZONING OF
A PROPERTY

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

That the City Council of the City of Bondurant, Iowa, hereby proposes to change the zoning from Agricultural (A-1) to Planned Unit Development, on property described as follows:

A PART OF PARCEL 'D' AS SHOWN IN PLAT OF SURVEY RECORDED IN BOOK 11290, PAGE 702 OF THE POLK COUNTY RECORDER'S OFFICE BEING IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA EXCEPT PARK SIDE PLAT 2, AN OFFICIAL PLAT.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 6th day of September 2022 at 6:00 p.m. at the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa at which time the Council will hear public comments on the proposed change in rezoning of said property.

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

Passed and approved by the City Council of the City of Bondurant, Iowa, this 15th day of August 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				

NOTICE OF PUBLIC HEARING

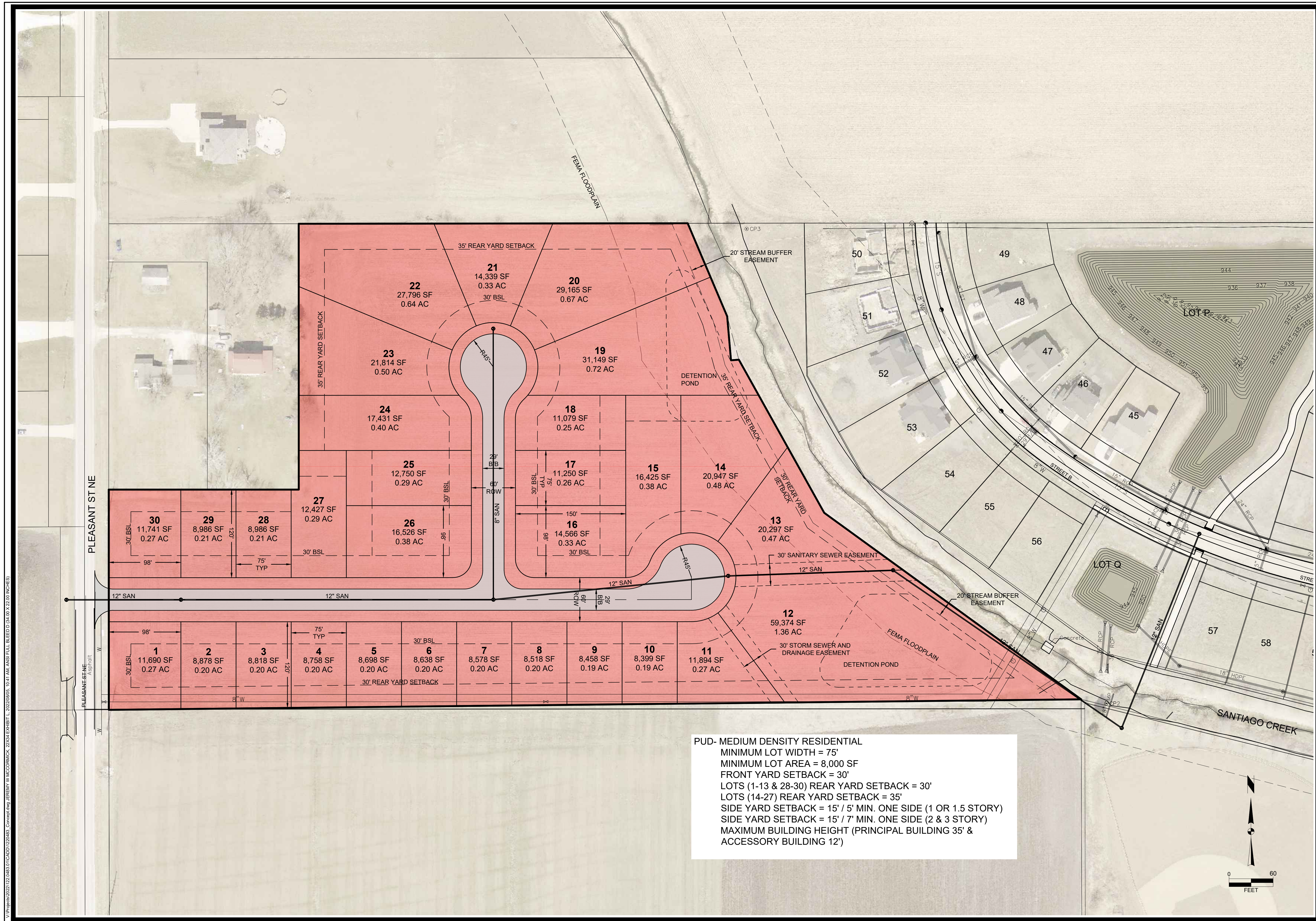
The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on September 6, 2022 in the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to rezone property from the Agricultural (A-1) District to the Planned Unit Development (R-5) District, on property described as follows:

A PART OF PARCEL 'D' AS SHOWN IN PLAT OF SURVEY RECORDED IN BOOK 11290, PAGE 702 OF THE POLK COUNTY RECORDER'S OFFICE BEING IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA EXCEPT PARK SIDE PLAT 2, AN OFFICIAL PLAT.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK

[illegible]

PARK SIDE ESTATES

PUD MASTER PLAN 8-5-22

BONDURANT, IA

SNYDER & ASSOCIATES, INC. |



Project No: 122.0483.01

CITY OF BONDURANT
ORDINANCE NO. 220801-XXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, BY AMENDING CHAPTER 47, PARK REGULATIONS

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

Section 1. **SECTION AMENDED.** Chapter 47, Section 47.10, of the City's Code is hereby amended to add the following language:

47.10 PUBLIC FISHING AREAS.

Public fishing include Lake Petocka, West Wolf Creek Pond, North Eagle Park Pond, and *Park Side Pond*.

Chapter 47, Section 47.11, of the City's Code is hereby amended to add the following language:

47.11 DOG PARK REGULATIONS.

1. No dogs with known history of aggression, fighting, or biting. Dogs showing aggression must be removed immediately.
2. Children under the age of 10 are not allowed within the facility and those ages 10 to 15 must be accompanied by a person age 16 or older.
3. Only 2 dogs per handler.
4. Handlers must pick up and dispose of their dog's waste.
5. To maintain control, always carry a leash within the facility, one leash per dog and never leave dog unattended.
6. Dogs should be leashed before entering and prior to leaving the park.
7. Dog handlers must be 16 years old or older.
8. No pinch / prong / spiked collars.
9. Dogs must be over four months old and not be in heat.
10. No digging, and owners are responsible and liable for any damage caused by their dogs.
11. Sick dogs (i.e. Kennel Cough, etc.) should not be brought to the Dog Park.
12. Gates must be kept closed at all times.
13. Small Dog Area - Dogs must be under 15" at shoulder and/or dogs under 20 lbs.
14. No food, beverages, or glass inside the fenced area of the dog park. Small training treats are allowed.
15. Use of the facility is at the owner's/handler's own risk.
16. Dogs must be licensed through appropriate authority (city or county).
17. Dogs must display rabies tags, be current on all vaccinations, and be healthy.
18. The off-leash dog area is for dogs and their handlers. No other use is permitted (including skateboard, bicycles, scooters and rollerblades).
19. Violators will be subject to removal from park and suspension of park privileges.

Section 3. **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: August 1, 2022

SECOND CONSIDERATION: August 15, 2022

THIRD CONSIDERATION:



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

Item No. 5.q.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Civic Campus Master Plan consultant and authorizing the Mayor to Execute and Agreement

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution authorizes the mayor to enter into an agreement with a consultant for the Civic Campus master planning. The Civic Campus Master Plan area is comprised of the land the City of Bondurant recently purchased from Alan & Debbie Knuth on Parcels 230/00455-008-000, 230/00455-000-000, and 230/00455-009-000. The need for a Civic Campus Master Plan has been identified as part of the comprehensive plan update process.

The purpose of the Civic Campus Master Plan process is to generate a conceptual master plan to assist the City of Bondurant in planning for its current needs as well as its future needs as the community continues to grow and evolve in the following decades. The City interviewed four consulting teams about proposals ranging from \$68,000-\$191,730. The final recommendation from the selection committee should be available at the Council meeting on August 15.

FUNDING SOURCE: Bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-170

CITY OF BONDURANT
RESOLUTION NO. 220815-170

RESOLUTION APPROVING CIVIC CAMPUS MASTER PLAN CONSULTANT AND
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE AMOUNT OF
\$ _____

WHEREAS the City Council solicited request for proposals for the Civic Campus Master Planning project; AND

WHEREAS the selection committee comprised of the Mayor, a Council Member, a Planning and Zoning Commissioner, the City Administrator, the Planning and Community Development Director, and the Bondurant Emergency Services Chief interviewed four firms; AND

WHEREAS, the committee recommends the proposal from _____ in the amount of _____.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, that Mayor is authorized to enter and agreement with the above-referenced firm for the above-referenced amount, pending Legal Counsel review.

Passed this 15th day of August 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				



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

Item No. 5.r.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Pay Request No. 1 for the Ditch #2 Streambank Restoration Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay app #1 in the amount of \$215,741.68 related to Ditch #2 Streambank Restoration Project.

This pay application has been reviewed by engineering staff at EOR of Iowa and by City Staff for accuracy and is for work completed through August 1st, 2022.

FUNDING SOURCE: Stormwater Bond Funding/Grant Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-171
2. Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 220815-171

RESOLUTION APPROVING PAY REQUEST NO. 1 TO IOWA EARTH WORKS FOR
THE DITCH #2 STREAMBANK RESTORATION PROJECT IN THE AMOUNT OF
\$215,741.68

WHEREAS the Ditch #2 Streambank Restoration Project Pay Request No. 1 was
submitted on August 8th, 2022; AND

WHEREAS the pay request no. 1 is for the Ditch #2 Streambank Restoration Project;
AND

WHEREAS, Engineers from EOR of Iowa and City Staff have reviewed the change order
for accuracy; AND

WHEREAS the Pay Request No. 1 is for the above-referenced amount and for work
completed through August 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that the Pay Request No. 1 to Iowa Earth Works in the above-referenced amount
is hereby approved.

Passed this 15th day of August 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				

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Bondurant

PROJECT: Bondurant Ditch #2

APPLICATION #: 1

DISTRIBUTION TO:

PERIOD TO: 8/1/2022

PROJECT #: 01429-0006

CONTRACT DATE:

☐	OWNER
☐	ENGINEER
☒	CONTRACTOR
☐	
☐	
☐	

FROM CONTRACTOR: Iowa Earth Works

VIA ENGINEER: EOR, Inc.

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Applications is made for payment, as shown below, in connections with the Contract.

Continuation Sheet, AIA, Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	599,175.50
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (1+2)	\$	599,175.50
4. TOTAL COMPLETED & STORED TO DATE	\$	227,096.50
(Column G on G703)		
5. RETAINAGE		
a. 5% of Completed Work	\$	11,354.83
(columns D+E on G703)		
b. 5% of Stored Materials		
(column F on G703)		
Total Retainage (Line 5a+5b)	\$	11,354.83
6. TOTAL EARNED LESS RETAINAGE	\$	215,741.68
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	-
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	215,741.68
9. BALANCE TO FINISH INCLUDING RETAINAGE	\$	383,433.83
(Line 3 less line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

information and belief the Work covered by this Application for Payment has been completed

in accordance with the Contract Documents, that all amounts have been paid by the

Contractor for Work for which previous Certificates for Payment were issued and payments

from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: **Joe Jensen**

Date: **7/28/2022**

State of:

County of:

Subscribed and sworn before

me this day of

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **215,741.68**

Attached explanation if the amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: 

Date: **8/8/2022**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this month	\$ -	
TOTALS		
NET CHANGES by Change Orders	\$ -	



Document G703

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application Number: 1

Application Date: 7/28/2022

Period to: 8/1/2022

Engineer's Project Number: 01429-0006

A	B	C	D	E	F	G	H	I	
Item	Description	Scheduled Values	Previous App	This Period	Stored	Total	%	Balance to Finish	Retainage
	Clear and Grub	\$ 30,000.00	\$ -	\$ 30,000.00		\$ 30,000.00	100.00%	\$ -	\$ 1,500.00
	On site topsoil	\$ 13,960.00	\$ -	\$ 6,960.00		\$ 6,960.00	50%	\$ 7,000.00	\$ 348.00
	Off site top soil	\$ 9,310.00	\$ -	\$ 3,500.00		\$ 3,500.00	38%	\$ 5,810.00	\$ 175.00
	Excavation Cl 10, Haul off	\$ 181,282.50	\$ -	\$ 135,282.50		\$ 135,282.50	75%	\$ 46,000.00	\$ 6,764.13
	Temportary Stream diversion	\$ 10,000.00	\$ -	\$ 10,000.00		\$ 10,000.00	100%	\$ -	\$ 500.00
	Pipe Culvert CMP 24"	\$ 900.00	\$ -	\$ -		\$ -	0%	\$ 900.00	\$ -
	CMP Apron, 24"	\$ 500.00	\$ -	\$ -		\$ -	0%	\$ 500.00	\$ -
	Temportary Traffic control	\$ 2,500.00	\$ -	\$ -		\$ -	0%	\$ 2,500.00	\$ -
	Hydraulic Seeding	\$ 22,750.00	\$ -	\$ 7,750.00		\$ 7,750.00	34%	\$ 15,000.00	\$ 387.50
	SWPPP Management	\$ 2,500.00	\$ -	\$ -		\$ -	0%	\$ 2,500.00	\$ -
	Filter sock, Install	\$ 16,104.00	\$ -	\$ 3,104.00		\$ 3,104.00	19%	\$ 13,000.00	\$ 155.20
	Filter sock removal	\$ 8,052.00	\$ -	\$ -		\$ -	0%	\$ 8,052.00	\$ -
	Rip rap CL D	\$ 420.00	\$ -	\$ -		\$ -	0%	\$ 420.00	\$ -
	Rip Rap, Erosion stone	\$ 5,525.00	\$ -	\$ -		\$ -	0%	\$ 5,525.00	\$ -
	Stabilized construction entrance	\$ 12,000.00	\$ -	\$ 12,000.00		\$ 12,000.00	100%	\$ -	\$ 600.00
	Construction Survey	\$ 7,000.00	\$ -	\$ 3,500.00		\$ 3,500.00	50%	\$ 3,500.00	\$ 175.00
	Mobilization	\$ 15,000.00	\$ -	\$ 15,000.00		\$ 15,000.00	100%	\$ -	\$ 750.00
	Limestone Blocks	\$ 52,500.00	\$ -	\$ -		\$ -	0%	\$ 52,500.00	\$ -
	Modified Subbase	\$ 36,740.00	\$ -	\$ -		\$ -	0%	\$ 36,740.00	\$ -
	Shared Use path	\$ 118,080.00	\$ -	\$ -		\$ -	0%	\$ 118,080.00	\$ -
	Special subgrade prep	\$ 11,022.00	\$ -	\$ -		\$ -	0%	\$ 11,022.00	\$ -
	Detectable warnings	\$ 5,400.00	\$ -	\$ -		\$ -	0%	\$ 5,400.00	\$ -
	Concrete washout	\$ 1,000.00	\$ -	\$ -		\$ -	0%	\$ 1,000.00	\$ -
	Construction Survey	\$ 4,000.00	\$ -	\$ -		\$ -	0%	\$ 4,000.00	\$ -
	Benches	\$ 7,500.00	\$ -	\$ -		\$ -	0%	\$ 7,500.00	\$ -
	Kiosk	\$ 13,000.00	\$ -	\$ -		\$ -	0%	\$ 13,000.00	\$ -
	Dog Waste Station	\$ 3,500.00	\$ -	\$ -		\$ -	0%	\$ 3,500.00	\$ -
	Topsoil Deduct	\$ (4,370.00)	\$ -	\$ -		\$ -	0%	\$ (4,370.00)	\$ -
	Mobilization	\$ 10,000.00	\$ -	\$ -		\$ -	0%	\$ 10,000.00	\$ -
	Solar Charging Bench	\$ 3,000.00	\$ -	\$ -		\$ -	0%	\$ 3,000.00	\$ -
		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
		\$ 599,175.50	\$ -	\$ 227,096.50	\$ -	\$ 227,096.50	38%	\$ 372,079.00	\$ 11,354.83



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

Item No. 5.s.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving Action to Order Construction and Set Date of Letting for the Franklin Street Water Main Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On March 21st, 2022, City Council approved a professional services agreement with Veenstra and Kim to design a 12 inch water main extension project along Franklin Street SW that is on the western edge of Bondurant. This project will be the first phase of the long-term goal of having a larger feeder water main along this corridor to enhance the redundancy and capacity. The project is ready for bid, and the City Staff would recommend approval to order construction.

The funding source for this project will be from the water utility fund and be reimbursed by development in the way of a water connection fee district that the Council has previously approved.

FUNDING SOURCE: Water Utility Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-174
2. Notice to Bidders

CITY OF BONDURANT
RESOLUTION NO. 220815-74

RESOLUTION APPROVING ACTION TO ORDER CONSTRUCTION AND SET DATE
OF LETTING FOR THE FRANKLIN STREET WATER MAIN PROJECT

WHEREAS, the City Council orders construction for the Franklin Street Water Main Project; AND

WHEREAS, bids are due and will be opened September 19th, 2022, at 10:00 am; AND

WHEREAS, a public hearing on the proposed plans, specifications, form of contract, and estimate of cost is scheduled for September 26th, 2022, at 6:00 p.m. in the Bondurant City Center at 200 Second Street NE, Bondurant, Iowa 50035.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the action to order construction and letting for the Franklin Street Water Main Project is hereby approved as presented.

Passed this 15th day of August 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				

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE FRANKLIN STREET WATER MAIN - 2022 FOR THE CITY OF BONDURANT, IOWA

Sealed proposals will be received by the City Clerk of the City of Bondurant, Iowa, at the City Hall, 200 Second Street NE, Bondurant, Iowa, before 10:00 A.M. on the 19th day of September, 2022 for the construction of the Franklin Street Water Main - 2022, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said Council Chambers by the City Administrator and Project Engineers at the time and date specified above.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

FRANKLIN STREET WATER MAIN - 2022

Construct Franklin Street Water Main - 2022 including all labor, materials and equipment necessary for approximately 1876 linear feet of 12-inch water main installed in open cut, 490 linear feet of 12-inch water main installed by trenchless construction, connections to existing system, hydrants, valves, excavation, backfill, traffic control, surface restoration and miscellaneous associated work, including cleanup. The project is located along Franklin Street south of Second Street NW in the City of Bondurant, Iowa.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Bondurant, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said hearing. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a 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, in an amount equal to ten percent (10%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

NPH-1

428103

The bid security should be made payable to the CITY OF BONDURANT, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Bidders will use the bid bond form included in the specifications.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

By virtue of statutory authority, a 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; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and the maintenance of improvements in good repair for not less than four (4) years from the time of acceptance of the improvements by the City.

NTB-2

428103

Notice to Bidders

The work will commence within ten (10) calendar days as set out in written Notice to Proceed and shall be completed, except for seeding, no later than November 30, 2022.

Payment for said improvements will be made in cash from sale of general obligation bonds or notes, water revenue bonds or notes, or from such funds as are legally available for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and material delivered to the site during the preceding calendar month less penalties. Payments made shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Electronic bidding is not available on this project.

Plans and specifications governing the construction of the proposed improvements, and the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266.

This notice is given by order of the Council of the City of Bondurant, Iowa.

Doug Elrod, Mayor

ATTEST:

Marketa George Oliver, City Administrator

NTB-3

428103



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

Item No. 7.a.
For Meeting of 8/15/2022
Public Hearing

TITLE: Public Hearing on Plans and Specifications and Form of Contract for the Ditch 2 and Eagle Park Restoration Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This is the Public Hearing to discuss the plans for the Eagle Park Restoration Project.

The Eagle Park Project is moving forward to add a creek entry spot, as envisioned in the Regional Water Trail Plan. This includes bioretention cells, native grasses, benches, trees, soft walking trails, and butterfly gardens.

The first phase of this project will include:

- Installing an 8' crushed limestone walking trail throughout Eagle Park.
- Establishing a Mud Creek access point.
- Stormwater wetlands are near the access point.
- Installing three solar-powered charging benches along the walking path.
- Establish native planting area.
- Establish a butterfly garden.
- Planting 100 trees.
- Installing wayfinding and interpretative signage.

Future Eagle Park Improvements:

Paved trail connection through Eagle Park to link the neighborhoods east and west. An overlook will be constructed near the detention pond area. The paved trail and overlook improvements will be constructed at a later date.

The City has had improvements to Eagle Park in the Parks and Trailways Master Plan since 2012.

The City Council set the date of public hearing and approved action to order construction and set the date for public hearing and letting for the Eagle Park Restoration project at its August 1st meeting and August 15, 2022 at 6:00 p.m. in City Council Chambers is the time and date for

the public hearing.

FUNDING SOURCE: Grant Funding

STAFF RECOMMENDATION: Hold public hearing.

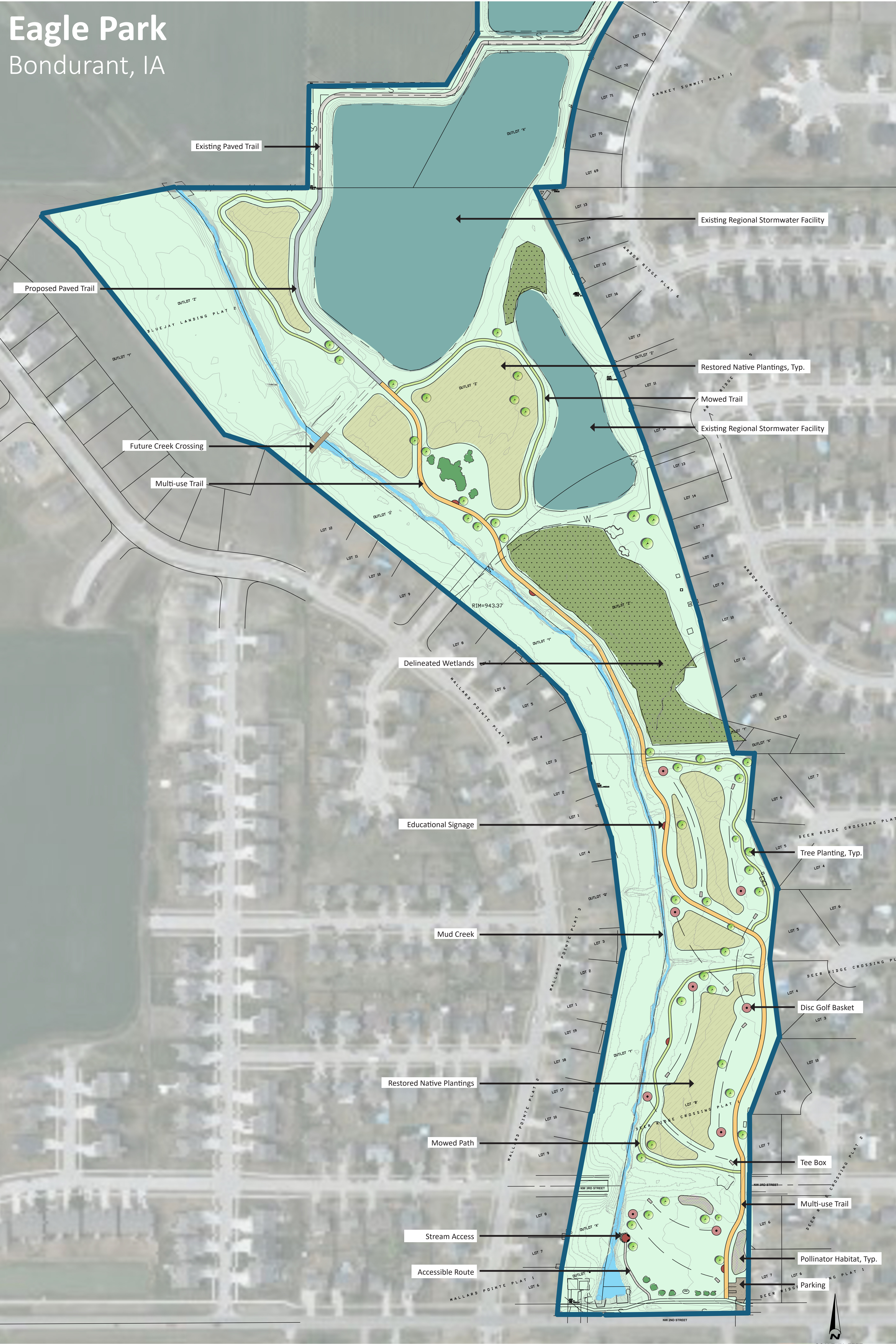
APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Master_Plan_Graphic
2. 2022_0614_EaglePark_Images
3. Plans - Bondurant Ditch 2 and Eagle Park BP2_20220802
4. Project Manual - Bondurant Ditch 2 and Eagle Park BP2_20220802
5. OPC-Bondurant_Ditch 2 - EaglePark_BP2_20220802

Eagle Park

Bondurant, IA





AARON L
GWINNUP
22558

LICENSED PROFESSIONAL ENGINEER

IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

8/2/2022

AARON L GWINNUP, P.E.

DATE

License Number: 22558

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal:

ALL SHEETS

CITY OF BONDURANT

DITCH 2 PLANTING AND EAGLE PARK
IMPROVEMENTS BID PACK 2

CITY OF BONDURANT, POLK COUNTY, IOWA

Sheet List Table	
Sheet Number	Sheet Title
01	TITLE SHEET
02	EPQ
03	ERN
04	ERN 2
05	ERN 3
06	LEGEND
07	GENERAL NOTES
08	DITCH 2 OVERVIEW PLAN
09	RESTORATION & PLANTING PLAN (A)
10	RESTORATION & PLANTING PLAN (B)
11	RESTORATION & PLANTING PLAN (C)
12	RESTORATION & PLANTING PLAN (D)
13	RESTORATION & PLANTING PLAN (E)
14	EAGLE PARK OVERVIEW PLAN
15	EXISTING CONDITIONS AND REMOVAL AREA 1
16	EXISTING CONDITIONS AND REMOVAL AREA 2
17	EXISTING CONDITIONS AND REMOVAL AREA 3
18	EXISTING CONDITIONS AND REMOVAL AREA 4
19	EXISTING CONDITIONS AND REMOVAL AREA 5
20	EXISTING CONDITIONS AND REMOVAL AREA 6
21	EXISTING CONDITIONS AND REMOVAL AREA 7
22	PROPOSED IMPROVMENTS AREA 1
23	PROPOSED IMPROVMENTS AREA 2
24	PROPOSED IMPROVMENTS AREA 3
25	PROPOSED IMPROVMENTS AREA 4
26	PROPOSED IMPROVMENTS AREA 5
27	PROPOSED IMPROVMENTS AREA 6
28	PROPOSED IMPROVMENTS AREA 7
29	EAGLE PARK PLANTING NOTES AND SEED MIXES
30	STREAM ACCESS PLAN
31	DETAIL SHEET 1
33	DETAIL SHEET 5
33	DETAIL SHEET 3
34	DETAIL SHEET 4
35	DETAIL SHEET 5
36	DETAIL SHEET 6

RESOURCE LIST	
<u>CITY OF BONDURANT</u>	<u>UTILITIES</u>
CITY HALL 200 2ND ST NE BONDURANT, IA 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	<u>LOCAL</u> 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 KEITH GOOD 515-202-5067 keith.good@nngco.com MIDAMERICAN ENERGY CRAIG RANFELD 515-252-6632 MECDSDesignLocates@midamerican.com MI-FIBER JACK JONES 515-897-9192 jack@grm.net SOUTHEAST POLK RURAL WATER DISTRICT JANA HODGES 515-283-8729 hodges@dmww.com AUREON NETWORK SERVICES JEFF KLOCKO 515-830-0445 jeff.klocko@aureon.com CENTURYLINK TOM STURMER 720-578-8090 thomas.sturmer@centurylink.com

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 RECORD 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 "CI/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.

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 800-292-8999

Online Ticket Entry System: WWW.IOWAONECALL.COM

The new "iTic" 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.

LOCATION MAP
PROJECT LOCATION

* THIS PLAN SET CONTAINS 36 PLAN SHEETS

GOVERNING SPECIFICATIONS

THE 2021 REVISED EDITION OF THE SUDAS "STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) MANUAL, 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.

CLIENT

CITY OF BONDURANT
200 2ND ST NE
BONDURANT, IA 50035

ENGINEER

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

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GMS\dwg\Bd 2DWG's for Bond_Bid_Set-21429-06_CD-Drawing.dwg
Xrefs: 1429-06_X-Base2, 1429-06_Grading2, 1429-06_CD-Drawing

6			
5			
4			
3			
2			
1	08/02/2022	BR	BID SET
NO	DATE	BY	REVISION

SUBMISSION DATE:
08/02/2022

DESIGN BY AG
DRAWN BY BR

EOR PROJECT NO.
00210-0012

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

DITCH 2 PLANTING AND EAGLE PARK
IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

TITLE SHEET

SHEET 01 OF 36 SHEETS

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

Page 114 of 182

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\009_GIMS\dwg\Bid 2.dwg's for eagle park\1429-0006_CD-Drawing.dwg
Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base

Item #	Sudas #	Item	Unit	Qty
2.1	2010-1.08-C	General Clearing and Grubbing	LS	1
2.2	2010-1.08-D1	On-site Topsoil (Strip, Salvage, and Respread 6" Depth)	CY	850
2.3	2010-1.08-E	Excavation Class 10 (Cut / Fill / Haul Offsite)	CY	625
2.4	2010-1.08-J	Modified Subbase - 6" (Parking Lot)	SY	256
2.5	2010-1.08-G	Subgrade Preparation (Parking Lot)	SY	256
2.6	2010-1.08-I	Subgrade Stabilization - Geogrid (Aggregate Trails)	SY	3,496
2.7	4030-1.08-A1	CMP Culvert - 30"	LF	30
2.8	4030-1.08-B	CMP Aprons - 30"	EA	2
2.9	7010-1.08-A	PCC Pavement, 6" Parking Lot	SY	201
2.10	7030-1.08-E	Sidewalk, PCC 5" (Sidewalks and Bench Pads)	SY	124
2.11	7030-1.08-D	Special Subgrade Preparation for Shared Use Paths (Trail)	SY	4,365
2.12	7030-1.08-G	Detectable Warning	EA	3
2.13	8020-1.08-C	Painted Pavement Markings, Durable (Parking Lot Striping)	STA	0.80
2.14	9010-1.08-A	Conventional seeding (Wetland Grass Seed Mixture) (Ditch 2)	ACRE	2
2.15	9010-1.08-A	Conventional seeding (Wetland Grass Seed Mixture) (Eagle Park)	ACRE	0.60
2.16	9010-1.08-A	Conventional seeding (Upland Native Grass and Forbs) (Ditch 2)	ACRE	3.30
2.17	9010-1.08-A	Conventional seeding (Upland Native Grass and Forbs) (Eagle Park)	ACRE	4.20
2.18	9010-1.08-A	Conventional seeding (Pollinator Grass and Forbs) (Eagle Park)	ACRE	0.11
2.19	9010-1.08-A	Conventional seeding: H Native Grass and Forbs (Sedge Meadow) (Eagle Park)	ACRE	6.40
2.20	9010-1.08-B	Hydraulic seeding, Fertilizing and mulching, Type 1 (Permanent Lawn Mixture)	ACRE	5.0
2.21	9010-1.08-B	Hydraulic seeding and mulching, type 4 seed mixture (Urban Temp Erosion Control); BFM Hydromulch	ACRE	9.0
2.22	9010-1.08-E	Three Year Vegetation Maintenance and Warranty Bond	LS	1
2.23	9030-1.08-B	Coniferous Tree (Including warranty)	EA	13
2.24	9030-1.08-B	Deciduous Tree (Including warranty)	EA	66
2.25	9030-1.08-B	Shrub (Including warranty)	EA	143
2.26	9040-1.08-A2	SWPPP Management	LS	1
2.27	9040-1.08-D1	Filter Sock, 9", Install	LF	350
2.28	9040-1.08-D2	Filter Sock, 9", Removal	LF	350
2.29	9040-1.08-N1	Silt Fence (at Topsoil Stockpile, no Removal)	LF	350
2.30	9040-1.08-G1	Rock Check Dam - Permanent, Erosion Stone	TON	110
2.31	9040-1.08-J	Stone)	TON	35
2.32	9040-1.08-O2	Stabilized Construction Entrance	EA	1
2.33	11010-1.08-A	Construction Survey	LS	1
2.34	11020-1.08-A	Mobilization	LS	1
2.35	11050-1.08-A	Concrete Washout	EA	1
2.36	Special	Aggregate Trail, 10' wide	SY	3,496
2.37	Special	Limestone Outcrop Slabs (12 Stones for Stream Access)	TON	13
2.38	Special	Herbicide Treatment	ACRE	12
2.39	Special	Bollards	EA	14
2.40	Special	Dog Waste Station	EA	1
2.41	Special	Solar Charging Bench with Canopy	EA	3
2.42	Special	Limestone Outcrop Blocks (Near Stream Access)	TON	11
2.43	Special	Bike Rack	EA	1
Bid Alternate #1 - Shared Use Trail				
Item #	Sudas #	Item	Unit	Qty
2.44	2010-1.08-J	Modified Subbase - 6"	SY	855
2.45	7030-1.08-C	Shared Use Path, PCC 5"	SY	611
2.46	Special	Deduct Aggregate Trail, 10' wide	SY	611

6			
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2			
1	08/02/2022	BR	BID SET
NO	DATE	BY	REVISION

SUBMISSION DATE: 08/02/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 00210-0012	



**Emmons & Olivier
Resources, Inc.**
1919 Univ. Ave W #300
St. Paul, MN 55104
ecology Tele: 651.770.8448
community www.eorinc.com



Bondurant
Life Connecting

DITCH 2 PLANTING AND EAGLE PARK IMPROVEMENTS BID PACK 2 POLK COUNTY, IOWA		EPQ
STATE PROJECT NO. ---	CITY PROJECT NO. ###	SHEET 02 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\0006_ditch_2_restoration\0006_ditch_2_restoration\0006_CD-Drawing.dwg
Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base

ESTIMATE REFERENCE INFORMATION - BID PACKAGE #2		
ITEM NO.	ITEM CODE	DESCRIPTION
2.1	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 CLEAR AND GRUB IN COMPLIANCE WITH THE CONTRACT DOCUMENTS. B. REFER TO EXISTING CONDITIONS AND REMOVALS SHEETS FOR MORE INFORMATION. C. THIS ITEM IS FOR REMOVAL OF SMALL WOODY VEGETATION IN THE TWO SWALE AREAS - ALL WOODY VEGETATION (WILLOWS, COTTONWOODS, ETC.) ARE TO BE REMOVED UNLESS MARKED FOR PROTECTION D. REMOVE ALL BRUSH, TREES, AND VINES THROUGHOUT CLEARING 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 STREAM BANKS ARE GRUBBED AND EXPOSED
2.2	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 AND AREAS OF NEW PAVEMENT / AGGREGATE TRAIL. RESPREAD 6" TOPSOIL ON GRADED AREAS AND SHOULDERS OF TRAILS, PAVED SURFACES, ETC. APPROXIMATELY 636 CY MORE TOPSOIL IS ANTICIPATED TO BE STRIPPED THAN IS NEEDED ONSITE. EXCESS TOPSOIL SHALL BE STOCKPILED AT THE BALL DIAMONDS NEAR LAKE PETOKA AND REMAIN THE PROPERTY OF THE CITY. HAULING IS INCIDENTAL TO THIS BID ITEM. C. ADEQUATE EROSION CONTROL MEASURES FOR STOCKPILED SOIL SHALL BE INSTALLED UPON COMMENCEMENT OF STOCKPILING (SILT FENCE - SEPARATE BID ITEM) D. THE DEPTH OF CUT IS ASSUMED TO BE 6", NOTIFY ENGINEER IF ONSITE CONDITIONS OBSERVED VARY MORE THAN +/- 1" E. TOTAL QUANTITY OF STRIPPING IS 849 CY (AREA OF GRADING AT SWALES AND CULVERT FILL, TRAIL, SIDEWALKS AND PARKING LOT AREA PLUS SHOULDERS) F. TOTAL QUANTITY TO RESPREAD IS 213 CY (GRADING AREAS AND SHOULDERS OF PAVING AND TRAILS) G. TOTAL QUANTITY TO HAUL OFFSITE TO BALL DIAMONDS IS 636 CY
2.3	2010-1.08-E	<u>EXCAVATION CLASS 10</u> A. THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SUBSOIL IN THE SWAL EXCAVATION AREA, 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. SUBSOIL MAY ALSO BE STOCKPILED AT THE BALL DIAMONDS, SEPARATE FROM THE TOPSOIL), OR HAULED ELSEWHERE AT THE CONTRACTOR'S DISCRETION 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. THIS ITEM IS FOR EXCAVATION OF THE TWO SWALES AND FILL AT THE CULVERT LOCATION TO BUILD UP THE TRAIL BED E. TOTAL CUT = 625 CY (IN PLACE), TOTAL FILL = 294 CY (IN PLACE), NET CUT TO HAUL OFFSITE = 331 CY (NOT INCLUDING TOPSOIL THICKNESS OF 6")
2.4	2010-1.08-J	<u>MODIFIED SUBBASE - 6" (Parking Lot)</u> A. REFER TO SUDAS 2010. ITEM IS FOR PARKING LOT SUBBASE
2.5	2010-1.08-G	<u>SUBGRADE PREPARATION (Parking Lot)</u> A. SEE SUDAS 2010 B. TOPSOIL REMOVAL IS INCLUDED IN SEPARATE BID ITEM
2.6	2010-1.08-I	<u>SUBRADE STABILIZATION - GEOGRID (Aggregate trails)</u> A. SEE SUDAS 2010 B. MATERIAL IS TO BE TENSAR BX 1100 GEOGRID, OR APPROVED EQUAL, INSTALLED UNDER THE AGGREGATE TRAIL MATERIAL
2.7	4030-1.08-A1	<u>CMP CULVERT - 30"</u> A. SEE SUDAS 4030 B. CULVERT SHALL BE SLIGHTLY EMBEDDED BELOW ADJACENT GRADE IN EXISTING DRAINAGE SWALE, ELEVATIONS IF PROVIDED ARE FOR REFERENCE ONLY, FIT TO EXISTING GRADE
2.8	4030-1.08-B	<u>CMP APRONS - 30"</u> A. SEE SUDAS 4030
2.9	7010-1.08-A	<u>PCC PAVEMENT, 6" Parking Lot</u> A. SEE SUDAS 7010 B. ITEM INCLUDES EXPANSION JOINT AT EXISTING PAVEMENT AND SAWCUTTING CONTRACTION JOINTS PER SUDAS STD
2.10	7030-1.08-E	<u>SIDEWALK, PCC 5" (Sidewalks and Bench Pads)</u> A. SEE SUDAS 7030 B. ITEM INDLUDES 3 LOCATIONS OF SIDEWALK, 3 BENCH PADS, AND ONE ADA CURB RAMP AT EXISTING CURB CUT
2.11	7030-1.08-D	<u>SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATHS (Trail)</u> A. SEE SUDAS 7030. B. ITEM INCLUDES ALL MATERIAL, LABOR AND WATER REQUIRED TO BRING SUBGRADE MOISTURE CONTENT TO WITHIN REQUIRED LIMITS, AND COMPACT TO 95% PROCTOR DENSITY C. CONTRACTOR IS ADVISED THAT MOST OF THE EXCAVATION FOR THE TRAIL BED IS INCLUDED ABOVE AS TOPSOIL STRIPPING, THEREFORE NOT INCLUDED IN THIS ITEM
2.12	7030-1.08-G	<u>DETECTABLE WARNING</u> A. REFER TO SUDAS 7030 B. ITEM SHALL BE YELLOW IN COLOR PER CITY STANDARD
2.13	8020-1.08-C	<u>PAINTED PAVEMENT MARKINGS, DURABLE (Parking lot striping)</u> A. SEE SUDAS 8020 B. ITEM INCLUDES MATERIALS, LABOR, AND EQUIPMENT TO LAYOUT AND INSTALL STRIPING FOR 2 STANDARD STALLS AND ONE ADA COMPLIANT STALL PER PLANS
2.14	9010-1.08-A	<u>CONVENTIONAL SEEDING: G. WETLAND SEEDING (WETLAND GRASS SEED MIXTURE)(DITCH 2)</u> A. SEE SUDAS SECTION 9010 B. THIS ITEM INCLUDES ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY FOR THE REMOVAL OF ROCK AND OTHER DEBRIS FROM THE AREA; REPAIRING RILLS AND WASHES; PREPARING THE SEEDBED; AND CONVENTIONAL SEEDING (DO NOT FERTILIZE NATIVE SEEDING AREAS) C. COVER CROP SEEDING AND BFM HYDROMULCH TO BE APPLIED AFTERWARD, SEE SEPARATE BID ITEM D. A WARRANTY SHALL BE PROVIDED FOR COMPLETED SEED AREAS BEGINNING ON THE DATE OF INITIAL ACCEPTANCE. THE WARRANTY IS TO GUARANTEE THAT COMPLETED SEEDED AREAS PROVIDE A UNIFORMLY DENSE, LIVE, AND HEALTHY STAND OF NATIVES, FREE OF WEEDS AND UNDESIRABLE GRASSES, ERODED AREAS, AND BARE SPOTS AT THE END OF THE THREE (3) YEAR WARRANTY PERIOD. DURING THE WARRANTY PERIOD, ANY DEFECTIVE AREAS SHALL BE RESEEDD BY THE CONTRACTOR AS ORIGINALLY SPECIFIED UNTIL ALL AFFECTED AREAS ARE ACCEPTED BY THE OWNER'S REPRESENTATIVE, WITHOUT ADDITIONAL COMPENSATION. E. THE CONTRACTOR SHALL SUBMIT A LETTER OF CONFIRMATION OF SEED VARIETIES AND MATERIAL SOURCE PRIOR TO PROCUREMENT AND INSTALLATION. F. ALL SEED SHALL BE HAND BROADCAST PRIOR TO FINAL STABILIZATION.

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SUBMISSION DATE: 08/02/2022	
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EOR PROJECT NO. 00210-0012	

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DITCH 2 PLANTING AND EAGLE PARK
IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

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

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SHEET 03 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GIMS\dwg\Bid 2dwg's for eagle park\1429-0006_CD-Drawing.dwg
Xrefs: 1429-0006_X-Base.r, 1429-0006_P-Base

		A REFER TO SUDAS SECTION 9040
2.30	9040-1.08-G1	ROCK CHECK DAM (Permanent, erosion stone) A REFER TO SUDAS SECTION 9040 B. SEE DETAILS IN PLANS, ITEM INCLUDES EXCAVATION, GEOTEXTILE FABRIC, PLACEMENT OF EROSION STONE AND FINISHING THE GRADE AROUND EACH CHECK DAM
2.31	9040-1.08-J	AGGREGATE 3/8" CLEAN LIMESTONE (Check dam choke stone) A ITEM IS FOR PLACEMENT OF 3/8" CLEAN LIMESTONE AGGREGATE ON UPSTREAM FACE AND TOP OF THE ROCK CHECK DAMS TO CHOKE VOIDS IN THE LARGER EROSION STON BELOW
2.32	9040-1.08-O2	STABILIZED CONSTRUCTION ENTRANCE A SEE SUDAS 9040 B. PRIMARY CONSTRUCTION ENTRANCE IS ASSUMED TO BE ON 3RD STREET. 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, REPLACE IF NECESSARY, AND REMOVE STABILIZED CONSTRUCTION ENTRANCES IN COMPLIANCE WITH THE CONTRACT DOCUMENTS.
2.33	11010-108-A	CONSTRUCTION SURVEY A REFER TO SUDAS 11010 B. ITEM INCLUDES ALL NECESSARY SURVEY, STAKING, AND LAYOUT TO CONSTRUCT THE PROJECT
2.34	11020-1.08-A	MOBILIZATION A REFER TO SUDAS 11020.
2.35	11050-1.08-A	CONCRETE WASHOUT A REFER TO SUDAS 11050.
2.36	Special	AGGREGATE TRAIL, 10' WIDE A REFER TO DETAIL IN PLAN SHEETS, ITEM INCLUDES MATERIALS, EQUIPMENT AND LABOR TO INSTALL THE AGGREGATE TRAIL. THIS ITEM DOES NOT INCLUDE THE EXCAVATION, SUBGRADE PREP, OR GEOGRID - ALL SEPARATE ITEMS B. BOTTOM 2" IS TO BE ASTM #57 STONE (IDOT 4115, GRAD 3) LAID ON GEOGRID AND RAKED TO GRADE. TOP 4" IS TO BE IDOT CLASS V AGGREGATE (3/8" AND SMALLER), APPLIED IN 2" LIFTS AND ROLLER COMPACTED TO GRADE. FINISHED SURFACE SHOULD BE SLIGHTLY CROWNED TO SHED WATER AND SLIGHTLY HIGHER THAN SURROUNDING GRADE. C. AGGREGATE SHALL BE INSTALLED IN 2" LIFTS AND ROLLER COMPACTED BETWEEN LIFTS. EDGES SHALL FORM A SMOOTH TRANSITION TO ADJACENT GRADING AND ADJACENT SURFACES. MATERIAL SHOULD BE ADDED AS NECESSARY AT THE END OF CONSTRUCTION TO LEAVE A SMOOTH, FIRM AND FINISHED SURFACE IN COMPLIANCE WITH ADA EXPECTATIONS FOR AGGREGATE SURFACES (SMOOTH, FIRM, AND FREE OF RUTS, ETC.)
2.37	Special	LIMESTONE OUTCROP SLABS (stream access) A ITEM INCLUDES ALL MATERIALS AND LABOR TO PROVIDE AND INSTALL ROUGH HEWN LIMESTONE STEPS INTO THE STREAMBANK PER THE DETAIL IN THE PLANS B. ITEM INCLUDES LIMESTONE SLABS (CLEAVED FACE ON TOP AND BOTTOM, ROUGH EDGES, BUFF COLORED NATURAL STONE), RIP RAP FOOTER STONE, MACADAM SETTING BED, GEOTEXTILE FABRIC, AND EXCAVATION TO SET THE ASSEMBLY INTO THE STREAMBANK C. ASSEMBLY SHALL NOT PROTRUDE INTO THE STREAM FLOW AREA, IT SHALL BE EMBEDDED INTO THE EXISTING BANK. AREA ADJACENT TO THE STEPS SHOULD BE FINISHED WITH MINIMAL EROSION STONE IF NEEDED TO TRANSITION THE GRADING SMOOTHLY
2.38	Special	HERBICIDE TREATMENT A ITEM INCLUDES MATERIALS AND LABOR TO CHEMICALLY TREAT AREAS OF NON-NATIVE VEGETATION PRIOR TO SEEDING. CONTRACTOR TO SUBMIT PRODUCT SPECIFICATIONS FOR REVIEW. B. REPEAT APPLICATIONS MAY BE NEEDED DURING THE WARRANTY PERIOD TO PREVENT REGROWTH, THIS FOLLOW UP WORK SHOULD BE CONSIDERED PART OF THE 3 YEAR MAINTENANCE BID ITEM
2.39	Special	BOLLARDS A ITEM INCLUDES FURNISHING AND INSTALLING DOME-TOP TREATED WOODEN BOLLARDS PER THE DETAIL IN THE PLANS B. DO NOT USE CREOSOTE MATERIALS
2.40	Special	DOG WASTE STATION 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
2.41	Special	SOLAR CHARGING BENCH A ITEM INCLUDES FURNISHING AND INSTALLING BENCH AS SHOWN IN PLANS. B. BENCH IS TO BE MANUFACTURED BY "SUN CHARGE SYSTEMS" MODEL: 5224-007 "CANOPY CHARGING BENCH " COLOR: BLACK, 2 DUAL USB 3.0 PORTS, LED LIGHT, OR APPROVED EQUAL.
2.42	Special	LIMESTONE OUTCROP BLOCKS (Near Stream access) A. ITEM INCLUDES ALL MATERIALS AND LABOR TO PROVIDE AND INSTALL ROUGH HEWN LIMESTONE BLOCKS PER THE DETAIL IN THE PLANS B. ITEM INCLUDES LIMESTONE BLOCKS (CLEAVED FACE ON TOP AND BOTTOM, ROUGH EDGES, BUFF COLORED NATURAL STONE), AGGREGATE SETTING BED, AND EXCAVATION TO SET THE ASSEMBLY PER PLANS
2.43	Special	BIKE RACK A. ITEM INCLUDES FURNISHING AND INSTALLING BIKE RACK ACCORDING TO THE PLANS B. BIKE RACK TO BE MANUFACTURED BY "MADRAX" MODEL: UX190-IG(SF) COLOR BLACK, SURFACE MOUNT PER MANUFACTURER'S RECOMMENDATIONS.
Bid Alternate #1 - Shared Use Trail		
ITEM NO.	ITEM CODE	DESCRIPTION
2.44	2010-1.08-J	MODIFIED SUBBASE - 6" (Trail) A REFER TO SUDAS 2010
2.45	7030-1.08-C	SHARED USE PATH, PCC 5" A REFER TO SUDAS 7030
2.46	Special	DEDUCT AGGREGATE TRAIL, 10' WIDE A ITEM IS A REDUCTION OF THE AGGREGATE TRAIL QUANTITY FROM THE BASE BID (CONTRACTOR SHALL ENTER THE SAME UNIT COST AS BID FOR THE BASE BID ITEM)

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SUBMISSION DATE: 08/02/2022	
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STATE PROJECT NO. ---	CITY PROJECT NO. ###	SHEET 05 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_city_bondurant\0006_ditch_2_restoration\09_GIMS\dwg\Bid 2DWGs for Bond_Bid_Set\21429-06_CD-Drawing.dwg
Xrefs: 1429-06_X-Base2, 1429-06_P-Base2, 1429-06_GRADING2, 1429-06_CD-Drawing

LEGEND

FEATURE

EXISTING

PROPOSED

OVERHEAD ELECTRIC LINES — DHE — — — —
BURIED ELECTRIC LINES — UGE — — — —
FIBER OPTIC LINES — — — — F01(B) — — — —
GAS LINES — — — — G1(B) — — — —
BURIED TELEPHONE — — — — UGT — — — —
BURIED CABLE TV — — — — — — — —
CHAIN LINK FENCE — — — — X — — — — X — — — —
SANITARY SEWER LINE — — — — — — — — — — — — — —
SANITARY SEWER FORCEMAIN — — — — — — — — — — — — — —
SANITARY SEWER MANHOLE — — — — — — — — — — — — — —
STORM SEWER LINE — — — — — — — — — — — — — —
STORM SEWER MANHOLE — — — — — — — — — — — — — —
WATERMAIN — — — — — — — — — — — — — —

PARK BOUNDARY

UTILITY POLE

SLOPE ARROW

SPOT ELEVATION

UTILITY CAUTION

TREES

LEGEND

FEATURE

EXISTING

PROPOSED

EROSION CONTROL BLANKET
ROLLED EROSION CONTROL TYPE 2.A

TEMPORARY SEED AND
BONDED FIBER MATRIX

TURF REINFORCEMENT MAT
PRODUCT, TYPE 2

SILT FENCE / TREE PROTECTION

WATTLE

CONSTRUCTION ENTRANCE

INLET PROTECTION

DELINEATED WETLANDS

EXISTING MAJOR CONTOUR LINES

EXISTING MINOR CONTOUR LINES — — — — 1410 — — — —

PROPOSED MAJOR CONTOUR LINES — — — — 1407 — — — —

PROPOSED MINOR CONTOUR LINES — — — — 1410 — — — —

PROPOSED MINOR CONTOUR LINES — — — — 1407 — — — —

SOIL BORING LOCATION

TREE LINE

FEATURE

PROPOSED

TEMP RESTORATION

SEED TYPE 1 - UPLAND

SEED TYPE 2 - WETLAND

SEED TYPE 3 - POLLINATOR

SEED TYPE 4 - SEDGE MEADOW MIX

SEED TYPE 5 - TURF GRASS

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1	08/02/2022	BR	BID SET
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SUBMISSION DATE: 08/02/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 00210-0012	

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IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

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

LEGEND

SHEET 06 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01428_civ_bondurant\0006_ditch_2_restoration\09_GMS\dwg\Bid 2DWGs for Bond_Bid_Set\21429-06_CD-Drawing.dwg
Xrefs: 1429-06_X-Base2, 1429-06_Grading2, 1429-06_CD-Drawing

GRADING & EROSION CONTROL NOTES

1. CONTRACTOR TO VERIFY THE LOCATION 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 ON SITE, EXCESS SOIL IS TO BE DISPOSED OF PROPERLY OFFSITE.

E. DEBRIS AND UNSUITABLE FILL IS TO BE HAULED OFFSITE AND DISPOSED OF PROPERLY

GENERAL LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
3. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
4. LANDSCAPE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
5. LANDSCAPE CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS.
6. LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
7. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT. REPAIR OF ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO FINAL ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
8. EXISTING TREES TO REMAIN, UPON DIRECTION OF LANDSCAPE ARCHITECT, SHALL BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD AND DAMAGED BRANCHES.
9. DO NOT REMOVE OR GRUB ANY TREES EXCEPT THOSE SHOWN ON THE REMOVALS PLAN, WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.
10. LANDSCAPE CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN REQUEST FOR THE SUBSTANTIAL COMPLETION INSPECTION OF LANDSCAPE AND SITE IMPROVEMENTS PRIOR TO SUBMITTING FINAL PAY REQUEST.

PLANTING NOTES

1. NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA
2. SEE SUDAS FOR SEEDING AND SHRUB PLANTING DETAILS AND INSTRUCTIONS
3. PROPOSED PLANT MATERIAL SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1. UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED HEIGHT. ORNAMENTAL TREES SHALL HAVE NO "V" CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' FEET ABOVE THE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE PAVED SURFACE.
4. PLANT SYMBOLS ON PLAN DRAWING TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER NOTES.
5. TREES SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE STAKING OF PLANT MATERIAL PRIOR TO DIGGING.
6. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS GRANTED IN WRITING BY THE LANDSCAPE ARCHITECT TO THE LANDSCAPE CONTRACTOR.
7. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. LANDSCAPE ARCHITECT MUST BE NOTIFIED PRIOR TO ADJUSTMENT OF PLANTS.
8. PLANT MATERIALS TO BE INSTALLED PER SUDAS PLANTING DETAILS.
9. WATER ALL PLANT MATERIAL WITHIN 2 HOURS OF PLANTING. APPLY ENOUGH WATER TO THOROUGHLY SATURATE ALL PLANTING SOIL.
10. LANDSCAPE CONTRACTOR SHALL WARRANTY NEW PLANT MATERIAL THROUGH THREE (3) CALENDAR YEARS FROM THE DATE OF FINAL ACCEPTANCE. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

SEEDING NOTES

1. NATIVE SEED SHALL BE LOCAL ORIGIN AND WILD ECOTYPE. LOCAL ORIGIN SHALL MEAN WITHIN 200 MILES OF PROJECT SITE. PROVIDE DOCUMENTATION TO LANDSCAPE ARCHITECT PRIOR TO SEEDING.
2. NATIVE SEED MIX AND WETLAND SEED MIX TO INCLUDE RHIZOBIUM SEED INOCULANT AT RECOMMENDED RATE (INCIDENTAL TO SEEDING BID ITEM).
3. SOW SEED MIXES ON DISTURBED AREAS AFTER ALL GRADING ACTIVITIES HAVE BEEN COMPLETED.
4. PREPARE SEED BED PRIOR TO SEEDING. SOW SEED IN ACCORDANCE WITH SUDAS SPECIFICATIONS.
5. STABILIZE SEED MIXES WITH BONDED FIBER MATRIX AT 3,500 LB/ACRE, EXCEPT WHERE EROSION CONTROL BLANKET IS INDICATED ON EROSION CONTROL PLAN.
6. USE TEMPORARY EROSION CONTROL DEVICES (SEDIMENT LOGS, SILT FENCE) AS NEEDED TO PREVENT EROSION PRIOR TO AND DURING SEED ESTABLISHMENT.
7. INCLUDE A COVER CROP OF OATS WITHIN NATIVE AND WETLAND SEED MIXES (@ RATE OF 32 LB/ACRE) IF SEEDING BETWEEN OCTOBER 15TH AND AUGUST 1ST. IF SEEDING BETWEEN AUGUST 1ST AND OCTOBER 15TH, SUBSTITUTE WINTER WHEAT FOR OATS AT THE SAME RATE.
8. ALL DISTURBED AREAS SHALL BE SEEDED WITH SUDAS TYPE 4 - URBAN TEMPORARY EROSION CONTROL MIXTURE AT THE RECOMMENDED RATE, AND STABILIZED WITH BONDED FIBER MATRIX (BFM) BONDED FIBER MATRIX. DO NOT FERTILIZE.
9. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROPER GERMINATION OF SEEDED AREAS. WATER SEEDED AREAS AS NECESSARY UNTIL GERMINATION ACROSS THE SITE IS >80%.
10. AREAS OF BARE GROUND THAT PERSIST ONE MONTH AFTER SEEDING OPERATIONS MUST BE RE-SEEDED, AND PROPER GERMINATION ACHIEVED, PRIOR TO FINAL PAYMENT.

SEED ESTABLISHMENT NOTES

11. SEE SPECIAL PROVISION

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NO	DATE	BY	REVISION

SUBMISSION DATE: 08/02/2022	
DESIGN BY AG	DRAWN BY BR
EOR PROJECT NO. 00210-0012	



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Emmons & Olivier
Resources, Inc.

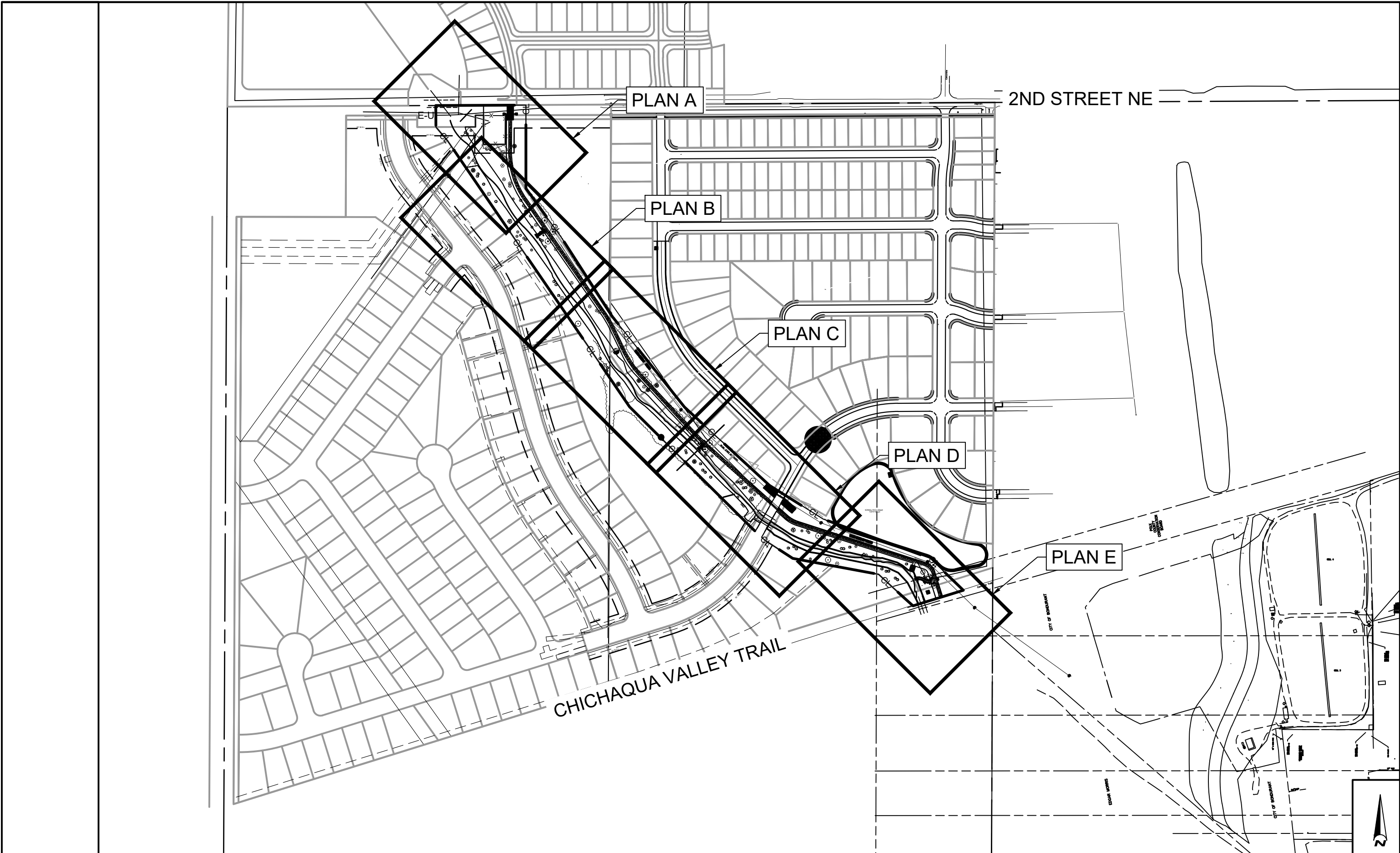
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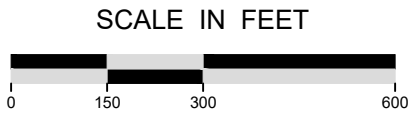
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DITCH 2 PLANTING AND EAGLE PARK IMPROVEMENTS BID PACK 2 POLK COUNTY, IOWA		GENERAL NOTES
STATE PROJECT NO. ---	CITY PROJECT NO. ###	
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Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01428_city_bondurant\0006_ditch_2_restoration\09_GIMS\dwg\Bid 2DWG's for Bond_Bid_Set\21429-06_CD-Drawing.dwg
Xrefs: 1429-06_X-Base2, 1429-06_GRADING2, 1429-06_P-Base2, 1429-06_CD-Drawing



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DITCH 2 PLANTING AND EAGLE PARK
IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

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

DITCH 2 OVERVIEW PLAN

SHEET 08 OF 36 SHEETS

PLANT SCHEDULE

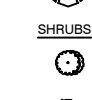
CONIFEROUS TREES CODE BOTANICAL / COMMON NAME SIZE CONTAINER QTY DETAIL REMARKS



DECIDUOUS TREES CODE BOTANICAL / COMMON NAME SIZE CONTAINER QTY DETAIL REMARKS



SHRUBS CODE BOTANICAL / COMMON NAME SIZE CONTAINER QTY DETAIL REMARKS



SEEDING SCHEDULE



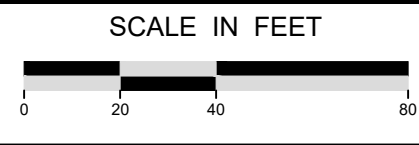
NATIVE UPLAND SEED MIX	145,261 sf
WETLAND SEED MIX	90,126 sf
TURF	90,134 sf

NOTE:
1. SEEDING SCHEDULE REFLECTS TOTALS FOR ENTIRE PROJECT AREA. CALLOUTS ON INDIVIDUAL PAGES REFLECT CONTINUOUS SEEDING AREAS.
2. SEED MIXES ARE SHOWN ON SHEET 29

CONTRACTOR SHALL COORDINATE WITH NORTHERN NATURAL GAS FOR
ONSITE OBSERVER WHILE EXCAVATING WITHIN NNG EASEMENT

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GMS\dwg\Bid 2DWG's for Bond_Bid_Set\211429-06_CD-Drawing.dwg
Xrefs: 1429-06_X-Base2, 1429-06_GRADING2, 1429-06_P-Base2, 1429-06_CD-Drawing

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NO	DATE	BY	REVISION



SUBMISSION DATE: 08/02/2022
DESIGN BY: AG DRAWN BY: BR
EOR PROJECT NO. 00210-0012

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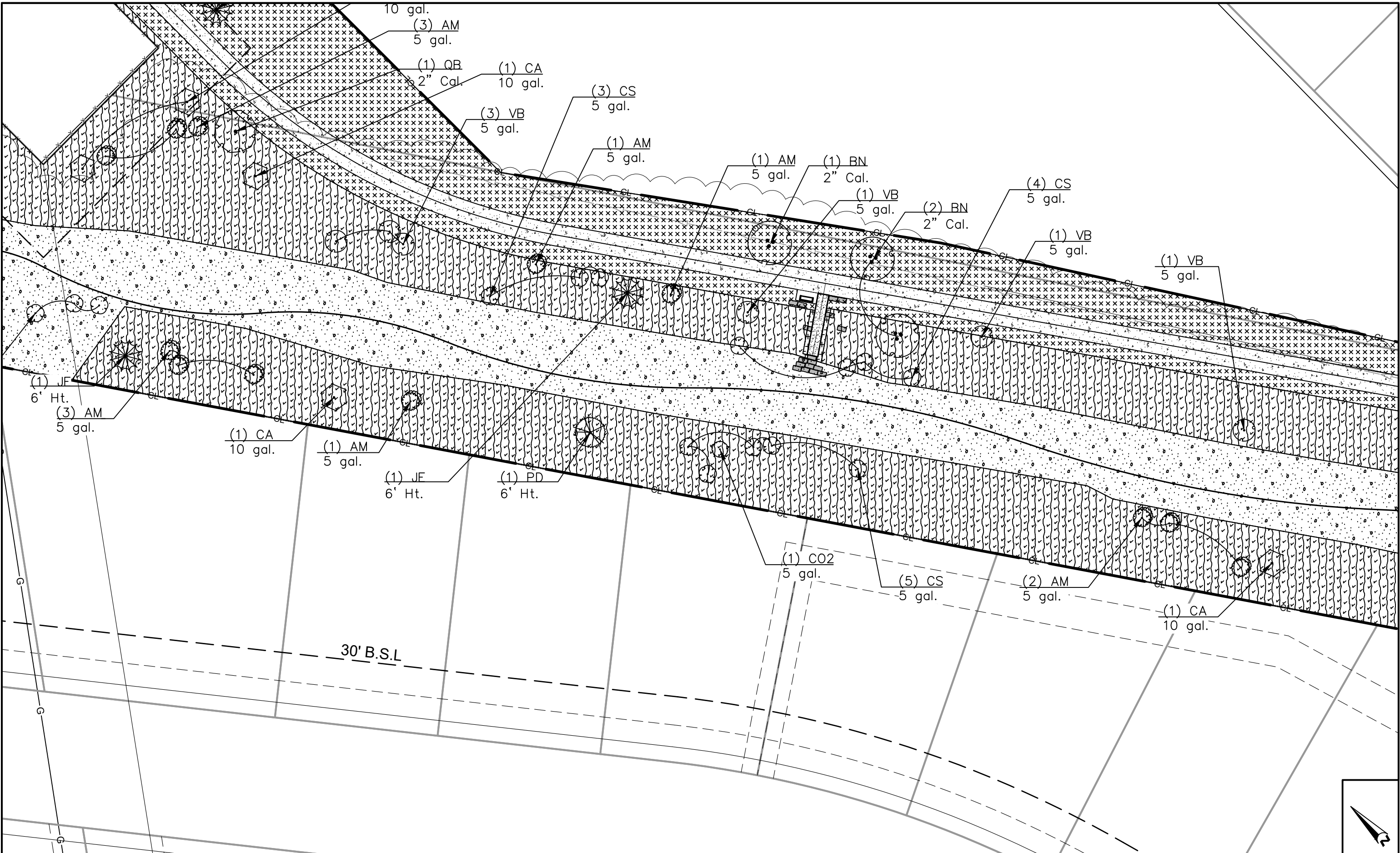
DITCH 2 PLANTING AND EAGLE PARK
IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

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

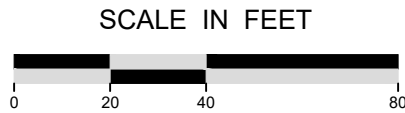
RESTORATION & PLANTING PLAN (A)

SHEET 09 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01428_city_bondurant\0006_ditch_2_restoration\09_GMS\dwg\Bid 20\DWGs for Bond_Bid_Set\211429-06_CD-Drawing.dwg
Xrefs: 1429-06_X-Base2, 1429-06_P-Base2, 1429-06_GRADING2, 1429-06_CD-Drawing



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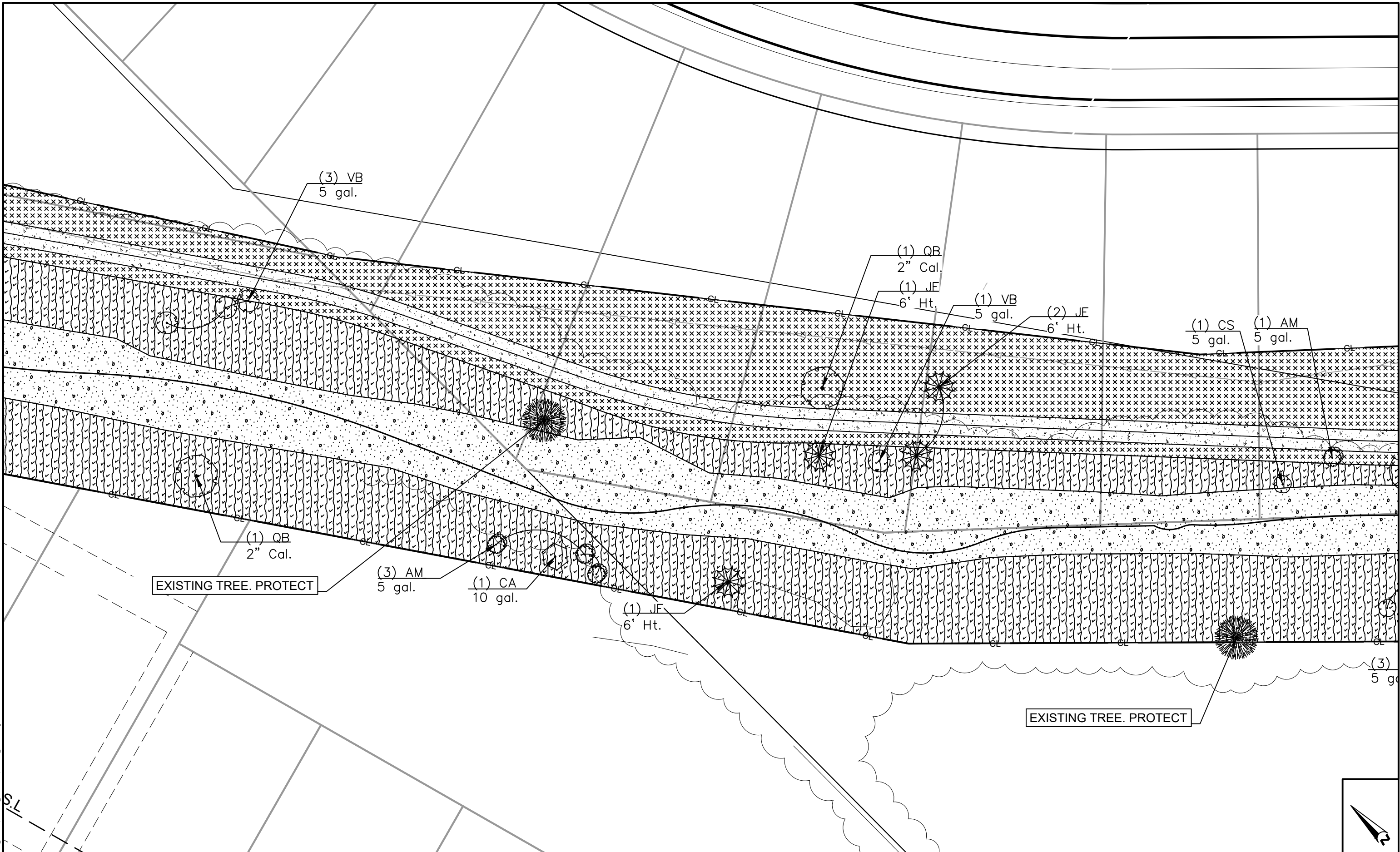
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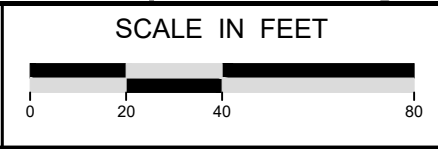
RESTORATION & PLANTING PLAN (B)

SHEET 10 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\1429_city_bondurant\1429_ditch_2_restoration\09_GMS\Sub\Bld 2\DWG's for Bond_Bld_Sat-21\1429-06_CD-Drawing.dwg
Xrefs: 1429-06_X-Base2, 1429-06_GRADING2, 1429-06_P-Base2, 1429-06_CD-Drawing



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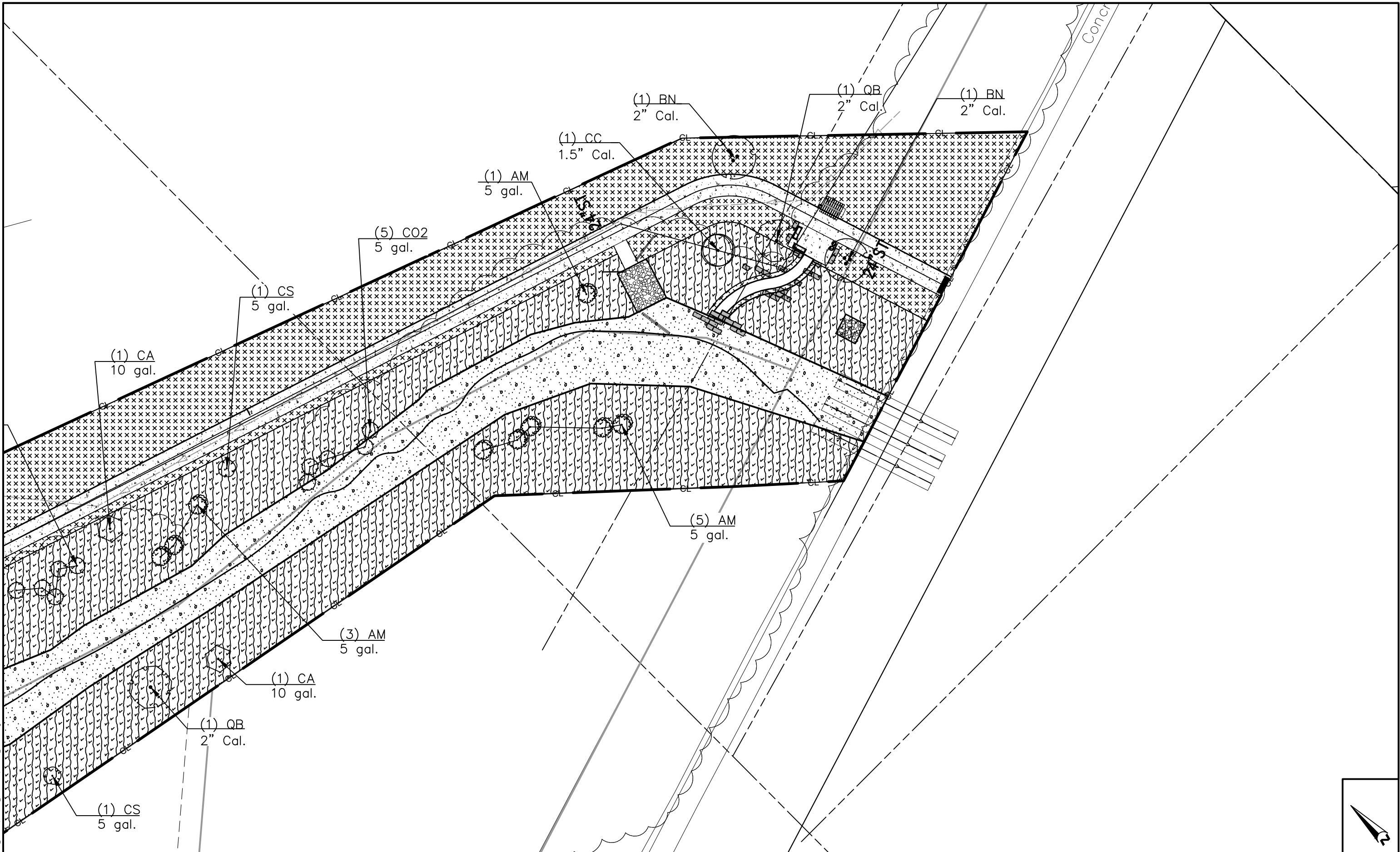
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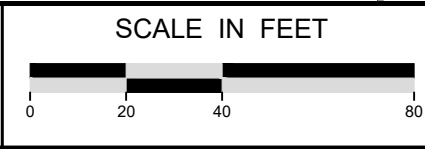
RESTORATION & PLANTING PLAN (C)

SHEET 11 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01428_city_bondurant\0006_ditch_2_restoration\09_GMS\dwg\Bid 2DWG's for Bond_Bid_Set\21429-06_CD-Drawing.dwg
Xrefs: 1429-06_X-Base2, 1429-06_GRADING2, 1429-06_CD-Drawing



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SUBMISSION DATE:	08/02/2022
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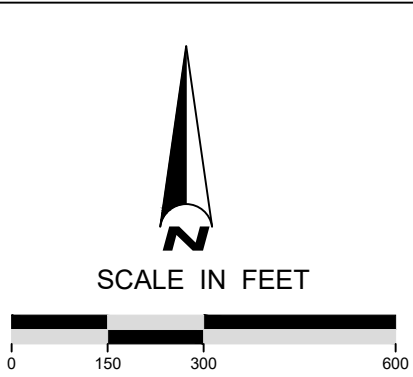
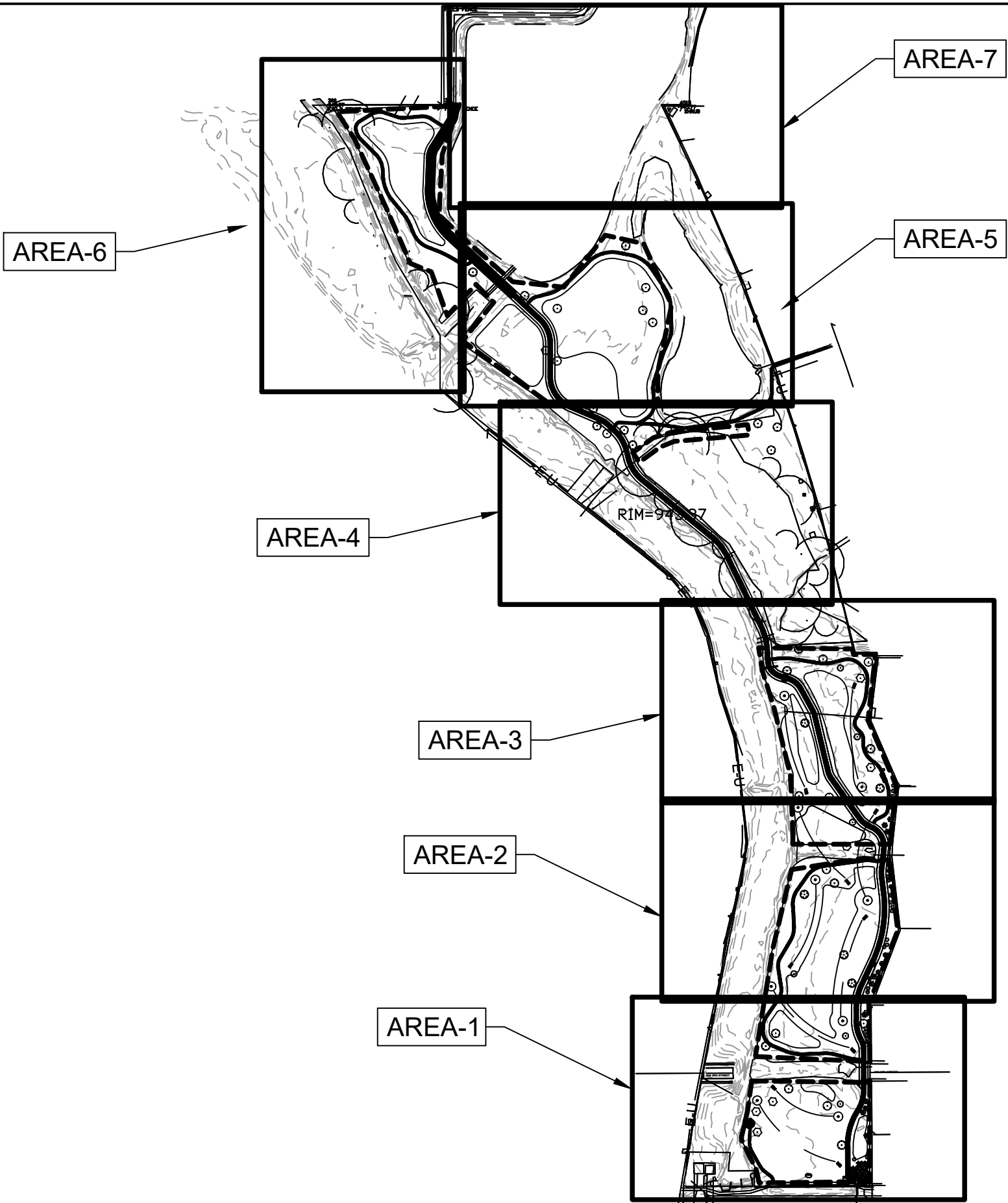
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RESTORATION & PLANTING PLAN (E)

SHEET 13 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GIMS\dwg\Bld 2dwg's for eagle park\1429-0006_CD-Drawing.dwg
Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base



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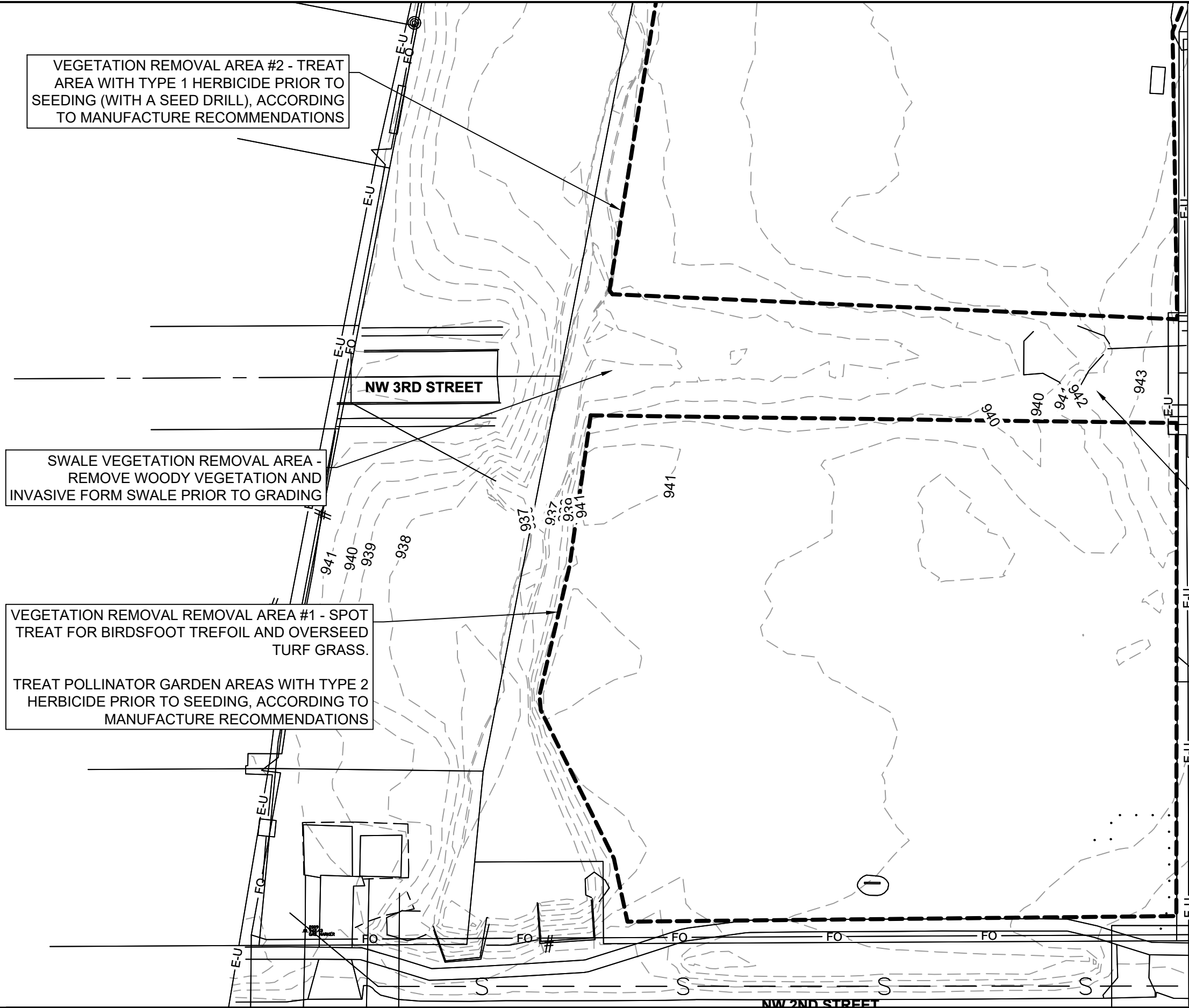
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EAGLE PARK OVERVIEW PLAN

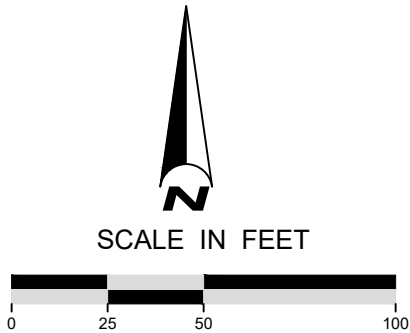
SHEET 14 OF 36 SHEETS

Plot Date: 08/02/2022
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Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base.dwg



- VEGETATION REMOVAL NOTES:
- 1) ALL VEGETATION IMPROVEMENTS (REMOVALS AND SEEDING) STOP AT TOP OF STREAMBANK ALONG MUD CREEK, NO IMPROVEMENTS ARE ON THE WEST SIDE OF MUD CREEK.
 - 2) LEAVE ALL TREES ALONG MUD CK.
 - 3) AGGREGATE TRAILS SHOULD HAVE 6' WIDE TURFGRASS BUFFERS. BUFFERS AND TURFGRASS TRAILS CAN BE EXISTING TURFGRASS WHERE IT EXISTS IN GOOD CONDITION, OTHERWISE SPOT TREAT AND RESEED / OVERSEED AS NEEDED.
- THREE CLASSES OF HERBICIDES WILL BE NEEDED FOR THE PROJECT (CONTRACTOR TO SUBMIT RECOMMENDATIONS):
- 1) SELECTIVE FOR KILLING GRASSES (CLETHODIM, ETC. FOR REED CANARY, BROME, BLUEGRASS, ETC.), BUT NOT HAZARDOUS FOR SEDGES OR OTHER NATIVE BROADLEAVES
 - 2) NON-SELECTIVE (GLYPHOSATE, ETC.), FOR TREATING AREAS WITH DIVERSE INFESTATIONS IN UPLAND AREAS
 - 3) NON-SELECTIVE, WETLAND SAFE (GLYPHOSATE 5.4 AQUATIC, ETC.), FOR TREATING AREAS WITH DIVERSE INFESTATIONS IN WETLAND AREAS

PROTECT COTTONWOOD TREES > 2" DIAMETER REMOVE AND TREAT SMALLER WOODY VEGETATION



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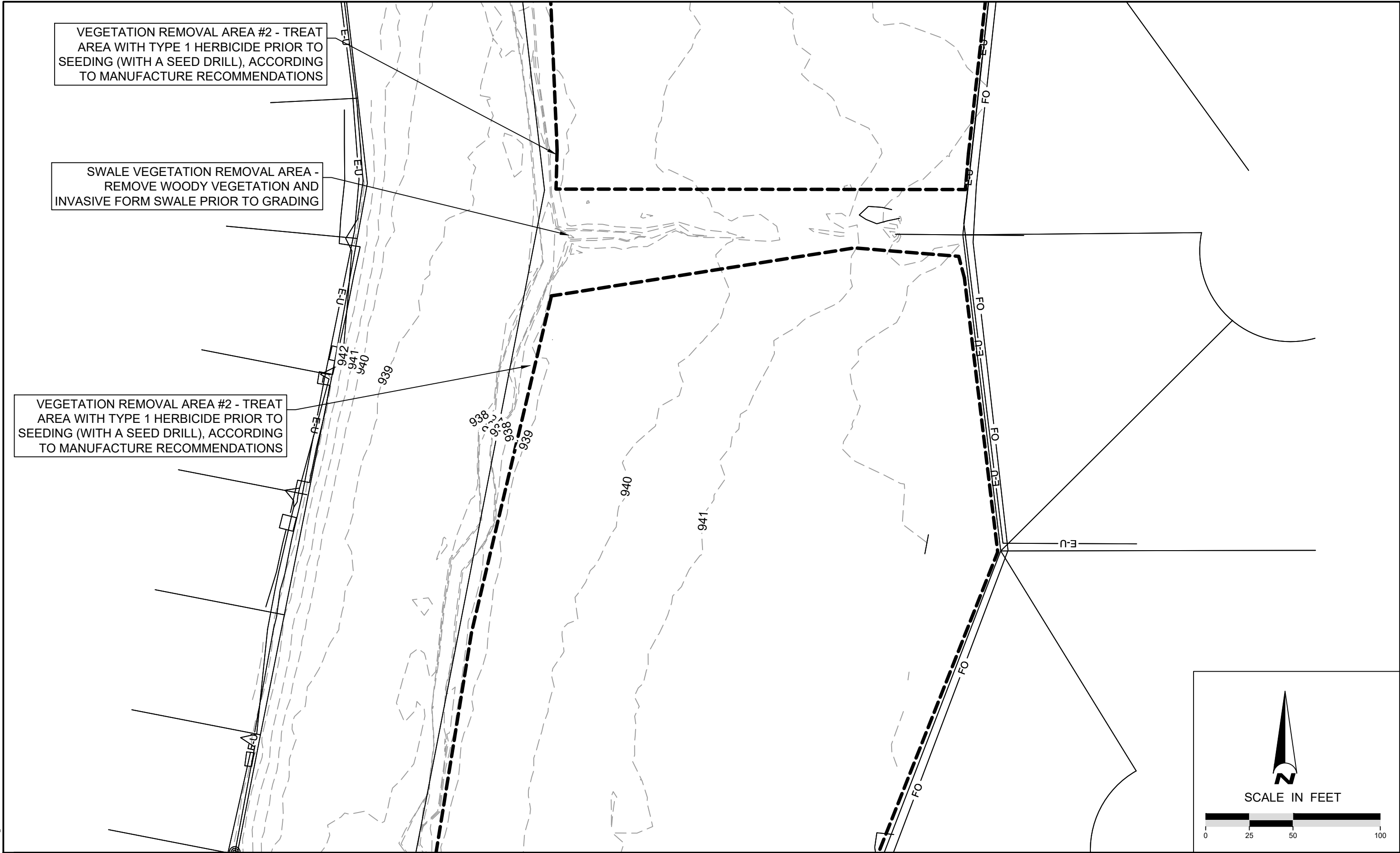


DITCH 2 PLANTING AND EAGLE PARK
IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

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

EXISTING CONDITIONS AND REMOVAL
AREA 1

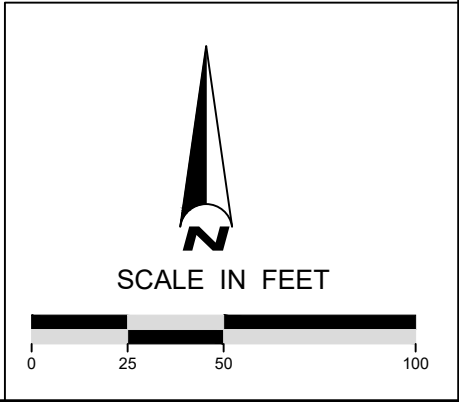
SHEET 15 OF 36 SHEETS



VEGETATION REMOVAL AREA #2 - TREAT
AREA WITH TYPE 1 HERBICIDE PRIOR TO
SEEDING (WITH A SEED DRILL), ACCORDING
TO MANUFACTURE RECOMMENDATIONS

SWALE VEGETATION REMOVAL AREA -
REMOVE WOODY VEGETATION AND
INVASIVE FORM SWALE PRIOR TO GRADING

VEGETATION REMOVAL AREA #2 - TREAT
AREA WITH TYPE 1 HERBICIDE PRIOR TO
SEEDING (WITH A SEED DRILL), ACCORDING
TO MANUFACTURE RECOMMENDATIONS



Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GIMS\dwg\Bld 2dwg's for eagle park\1429-0006_CD-Drawing.dwg
Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base

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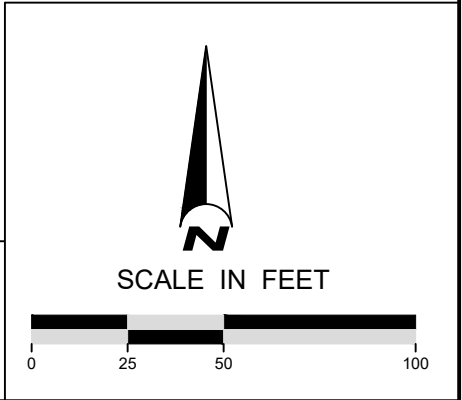
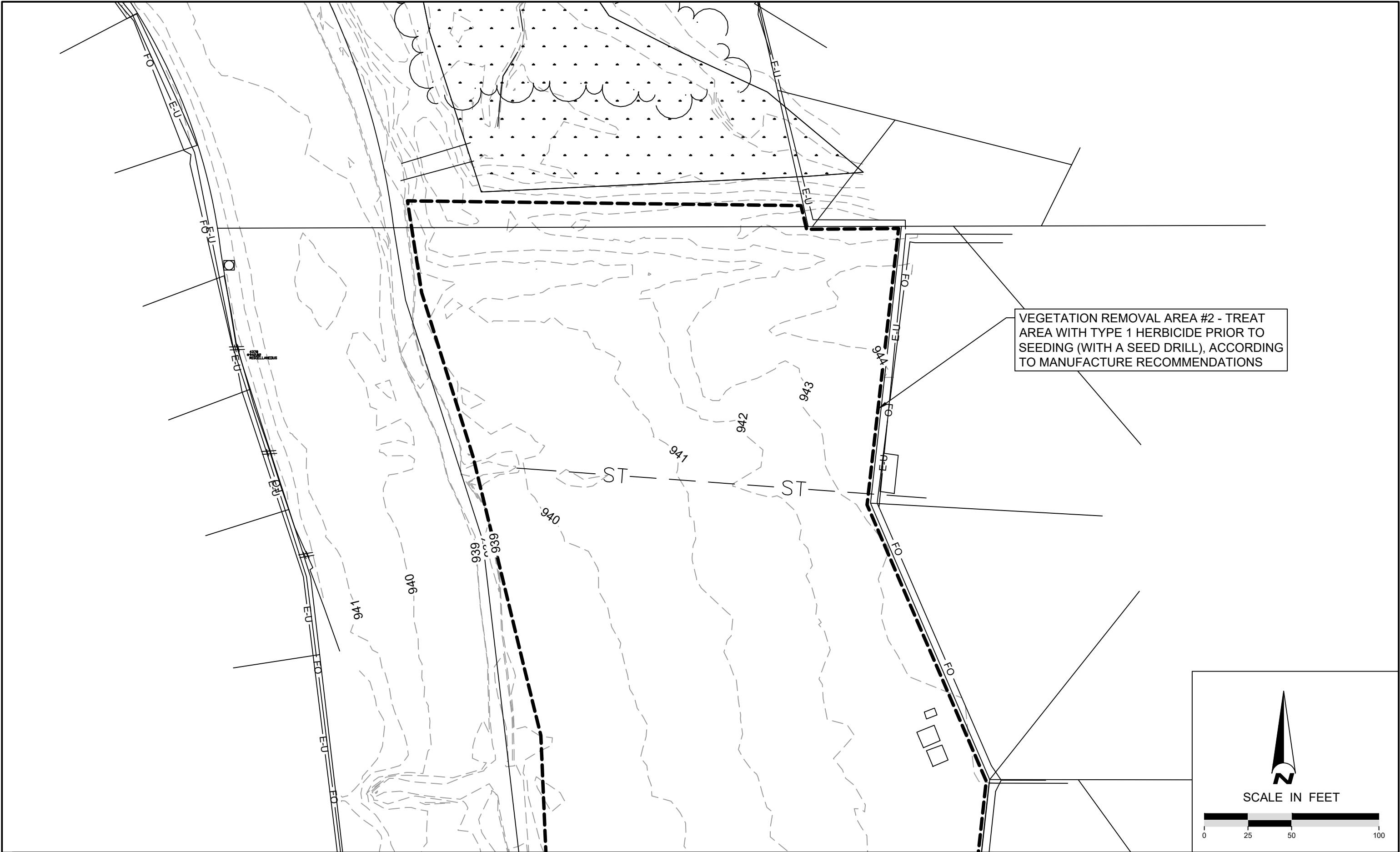
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EXISTING CONDITIONS AND REMOVAL
AREA 2

SHEET 16 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GIMS\dwg\Bld 2dwg's for eagle park\1429-0006_CD-Drawing.dwg
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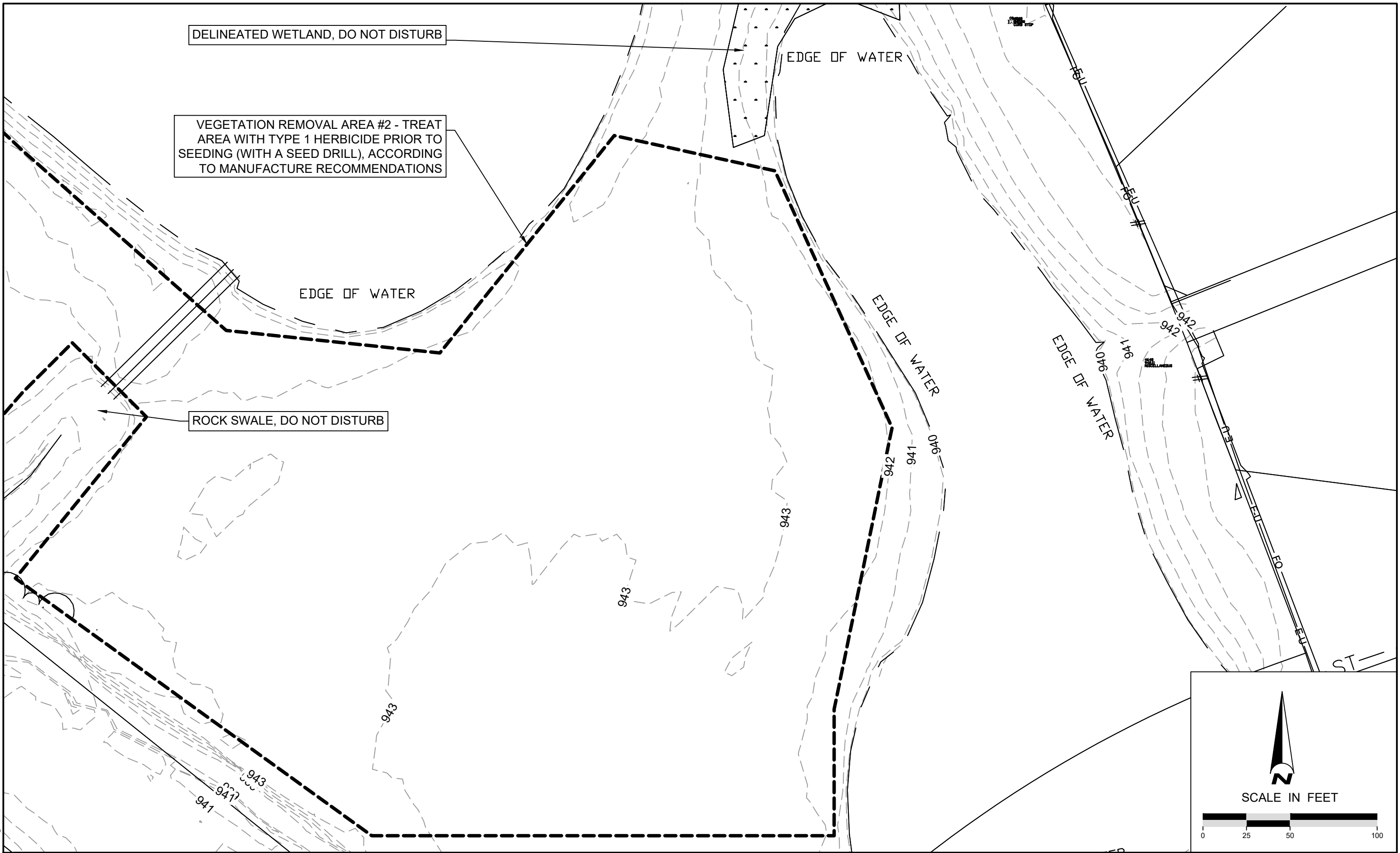


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STATE PROJECT NO. ---	CITY PROJECT NO. ###

EXISTING CONDITIONS AND REMOVAL AREA 3
SHEET 17 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GIS\dwg\Bid 2dwg's for eagle park\1429-0006_CD-Drawing.dwg
Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base



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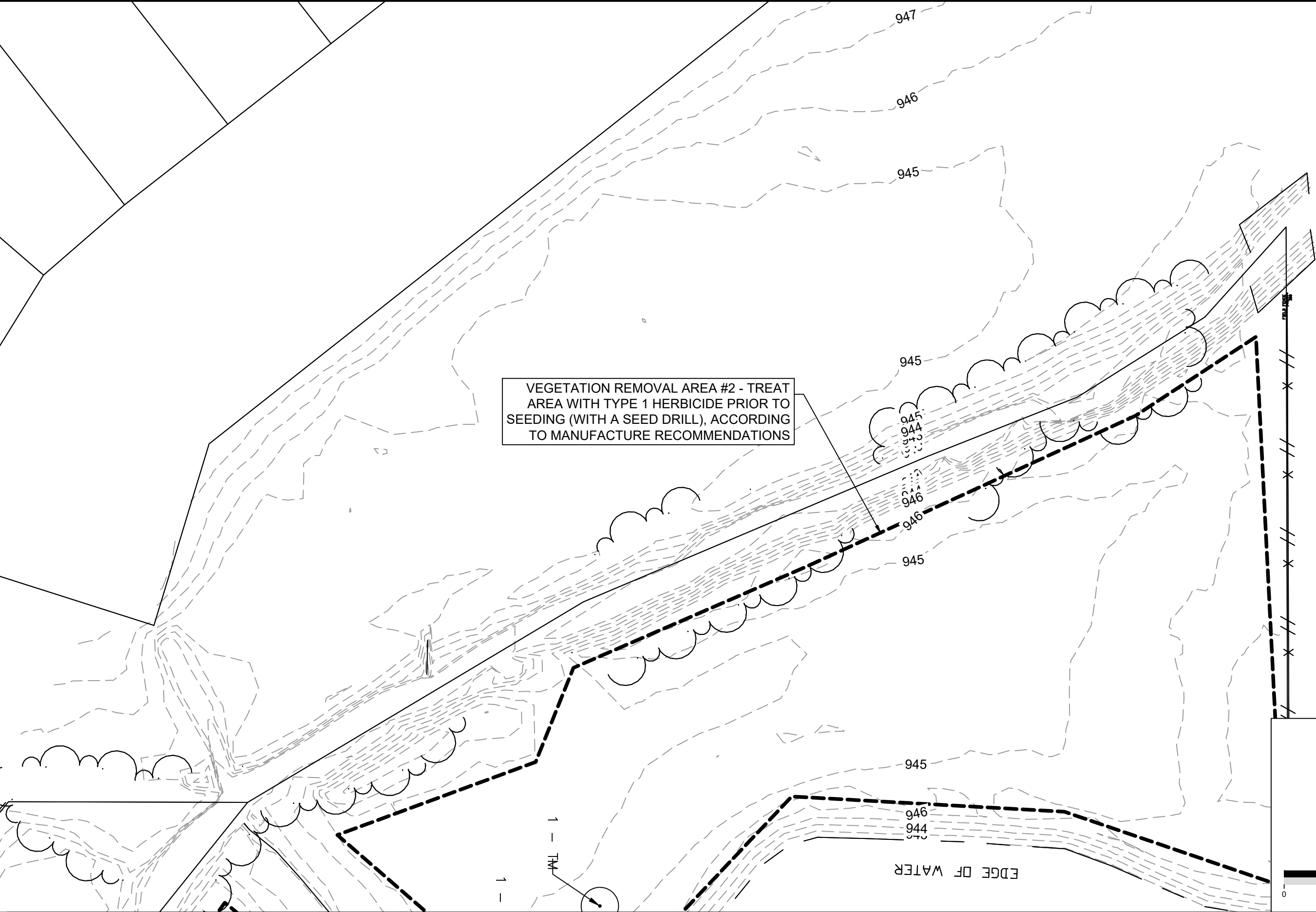
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STATE PROJECT NO. ---	CITY PROJECT NO. ###

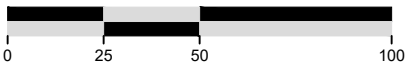
EXISTING CONDITIONS AND REMOVAL AREA 5
SHEET 19 OF 36 SHEETS



VEGETATION REMOVAL AREA #2 - TREAT
AREA WITH TYPE 1 HERBICIDE PRIOR TO
SEEDING (WITH A SEED DRILL), ACCORDING
TO MANUFACTURE RECOMMENDATIONS



SCALE IN FEET



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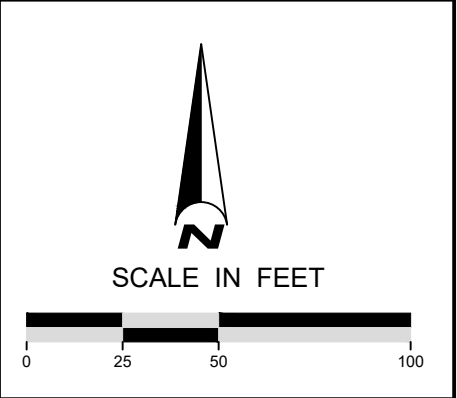
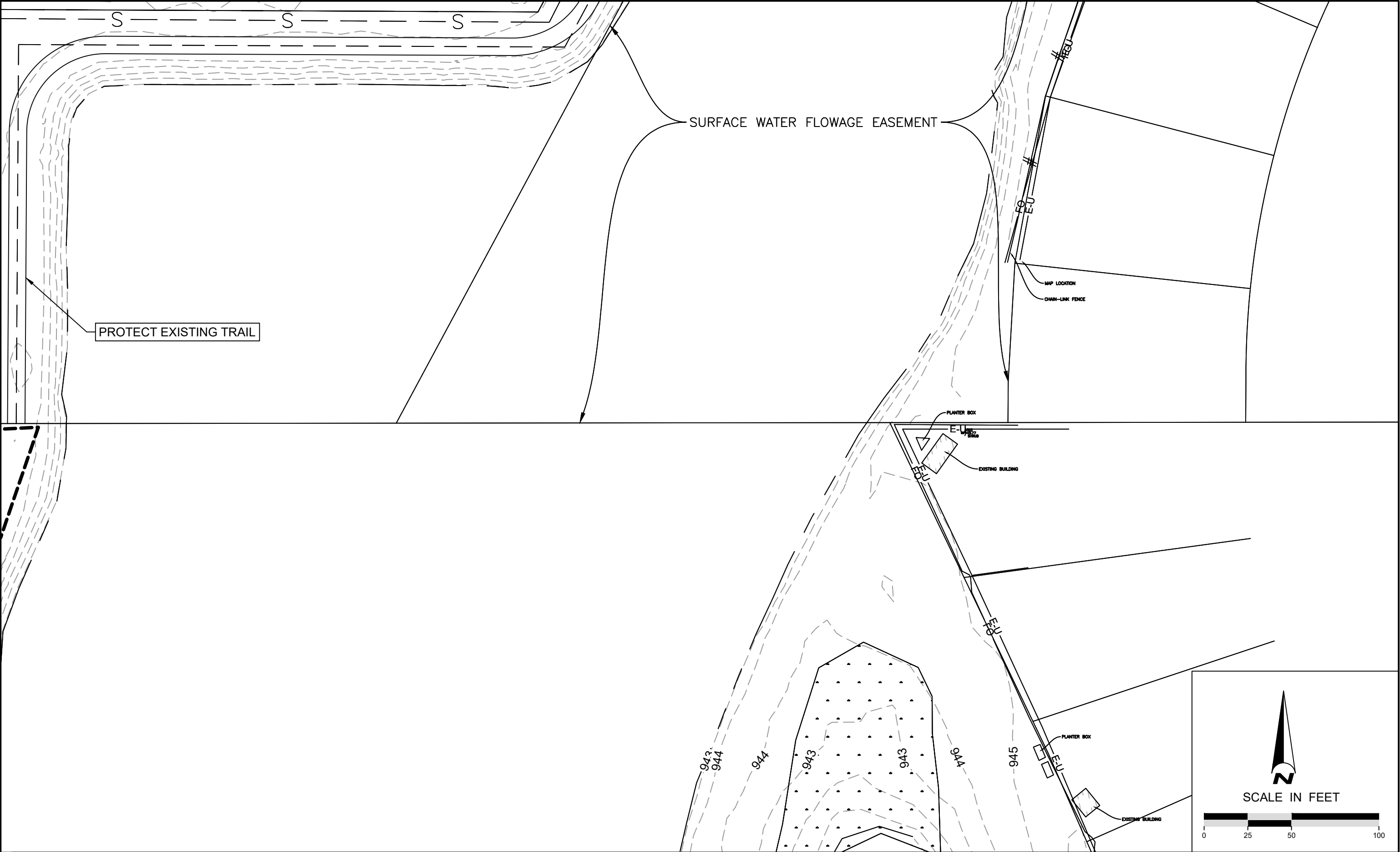


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IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

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EXISTING CONDITIONS AND REMOVAL
AREA 6

SHEET 20 OF 36 SHEETS



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EXISTING CONDITIONS AND REMOVAL
AREA 7

SHEET 21 OF 36 SHEETS

Plot Date: 08/02/2022
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Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base

3RD ST NW NW 3RD STREET 3RD ST NW

SEEDING_SCHEDULE

- NATIVE UPLAND SEED MIX
- SEDGE MEADOW SEED MIX
- WETLAND SEED MIX
- POLLINATOR SEED MIX
- TURF OVERSEED
- TURF

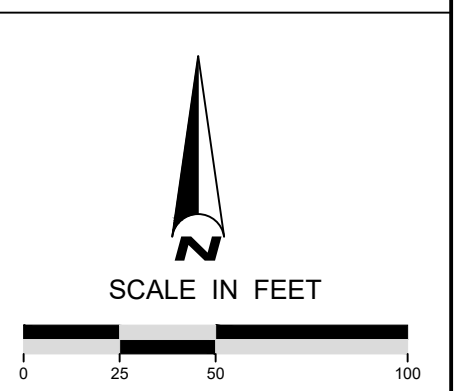
NOT SHOWN ON MAPS
03 31 CONCRETE PAVEMENT

04 31 LIMESTONE BLOCK, TYP.

3 35 10' AGGREGATE PATH

3 31 6" PCC

01 35 TIMBER BOLLARD, TYP.



SOUTH SWALE GRADING AND ROCK CHECKS
NW 3RD STREET

2ND ST NW NW 2ND STREET

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GIMS\dwg\Bld 2dwg's for eagle park\1429-0006_CD-Drawing.dwg
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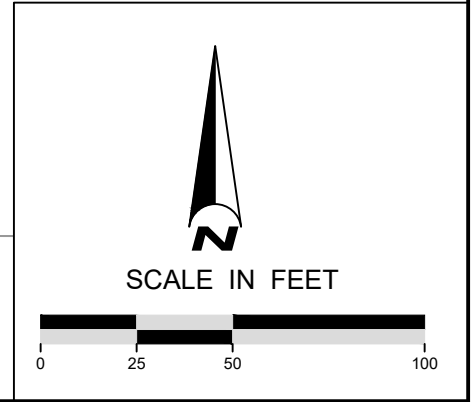
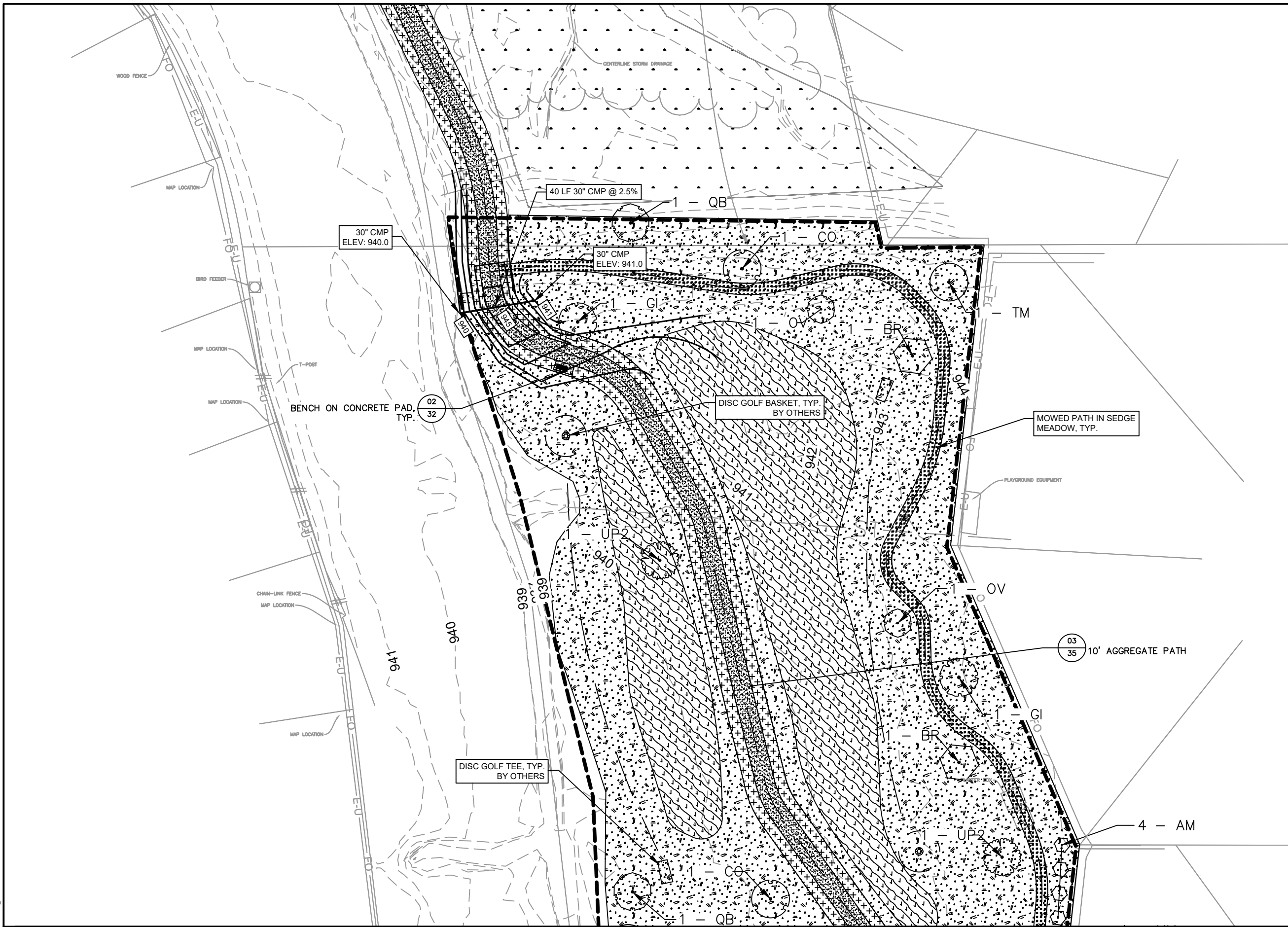
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PROPOSED IMPROVMENTS AREA 1
SHEET 22 OF 36 SHEETS



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PROPOSED IMPROVMENTS AREA 3

SHEET 24 OF 36 SHEETS

Page 137 of 2

Plot Date: 08/02/2022
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Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base.dwg



SEEDING_SCHEDULE

-  NATIVE UPLAND SEED MIX
-  SEDGE MEADOW SEED MIX
-  WETLAND SEED MIX
-  POLLINATOR SEED MIX
-  TURF OVERSEED
-  TURF

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PROPOSED IMPROVMENTS AREA 4	
SHEET 25 OF 36 SHEETS	



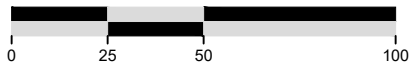
SEEDING_SCHEDULE

-  NATIVE UPLAND SEED MIX
-  SEDGE MEADOW SEED MIX
-  WETLAND SEED MIX
-  POLLINATOR SEED MIX
-  TURF OVERSEED
-  TURF

MOWED PATH IN SEDGE MEADOW, TYP.



SCALE IN FEET



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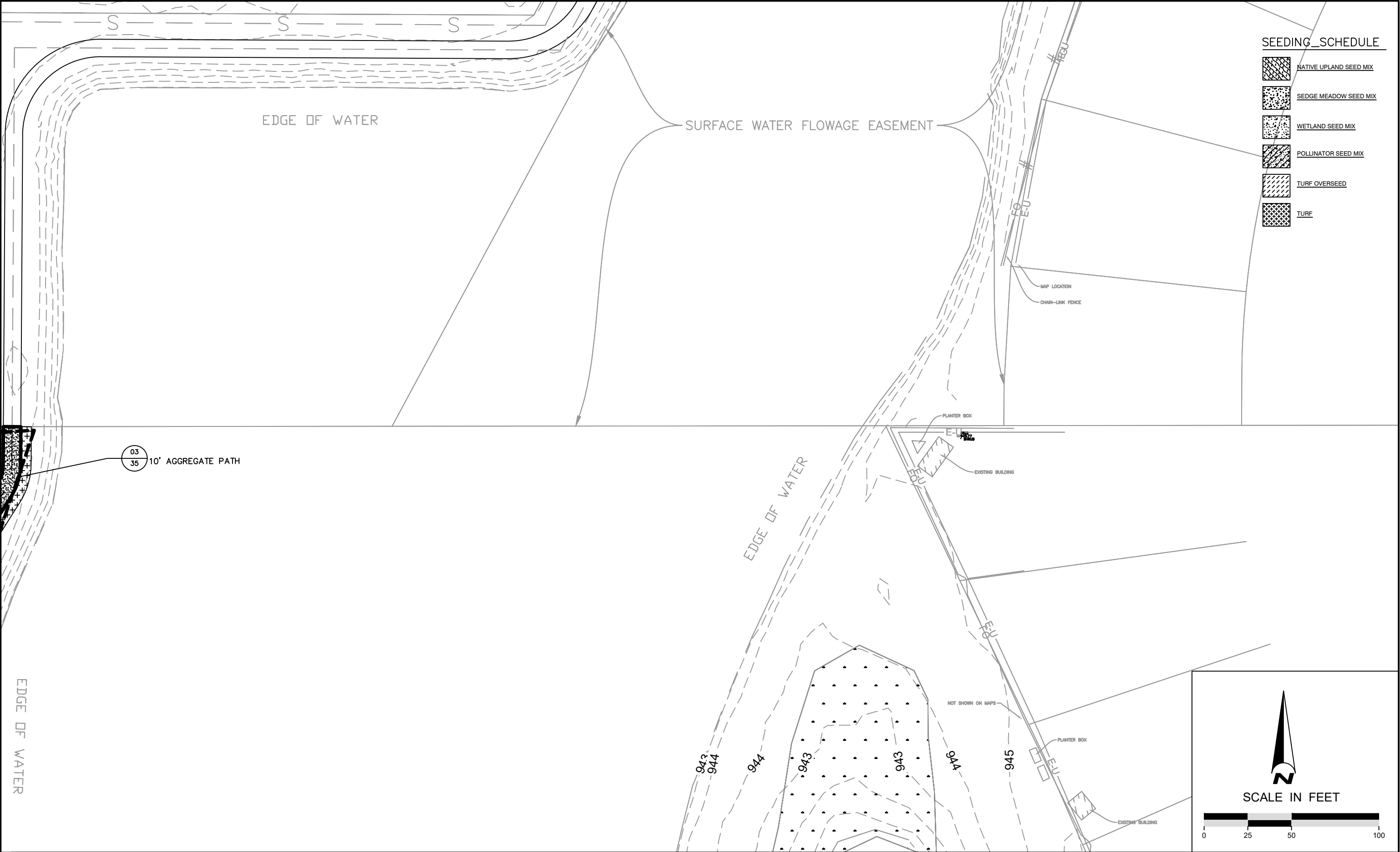


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PROPOSED IMPROVMENTS AREA 6

SHEET 27 OF 36 SHEETS



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**Emmons & Olivier
Resources, Inc.**
1919 Univ. Ave W #300
St. Paul, MN 55104
Tel: 651.770.8448
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Bondurant
Life Connecting

DITCH 2 PLANTING AND EAGLE PARK
IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

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

PROPOSED IMPROVMENTS AREA 7

SHEET 28 OF 36 SHEETS

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GIMS\dwg\Bld 2dwg's for eagle park\1429-0006_CD-Drawing.dwg
Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base

SEED_MIX_TYPES

PLANT SCHEDULE

DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	BR	Betula nigra / River Birch	2" Cal.	B&B	7
	CO	Celtis occidentalis / Common Hackberry	2" Cal.	B&B	9
	GI	Gymnocladus dioica 'McKBranded' TM / Decaf Kentucky Coffeetree	2" Cal.	B&B	7
	OV	Ostrya virginiana / American Hophornbeam	2" Cal.	B&B	6
	QB	Quercus bicolor / Swamp White Oak	2" Cal.		12
	TM	Tilia americana McKSentry TM / American Sentry Linden	2" Cal.	B&B	4
	UP2	Ulmus x 'New Horizon' / New Horizon Elm	2" Cal.	B&B	5
LARGE SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	AX	Amelanchier x grandiflora / Apple Serviceberry	10 gal.		10
	HV	Hamelis virginiana / Common Witch Hazel	5 gal.	Cont	5
MEDIUM SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	AM	Aronia melanocarpa / Black Chokeberry	5 gal.	Cont	18
	CA	Corylus americana / American Hazelnut	5 gal.	Cont	9

SEEDING SCHEDULE

	NATIVE UPLAND SEED MIX	179,989 sf
	SEEDGE MEADOW SEED MIX	275,185 sf
	WETLAND SEED MIX	23,766 sf
	POLLINATOR SEED MIX	4,633 sf
	TURF OVERSEED	62,470 sf
	TURF	33,544 sf

Shortgrass Prairie for Medium Soils

This favorite shortgrass mix contains many Asters and Coneflowers that provide showy summer and fall color! Enjoy the unobstructed view as the wildflowers bloom above the shorter grasses.

#SPMD	Wet Mesic to Dry Mesic	Full Sun	13.50 PLS LBS/Acre	83.00 Seeds/ Sq. Ft.
Wildflowers		Oz/Acre		
Allium cernuum	Nodding Onion	6.00		
Amorpha canescens	Leadplant	2.50		
Asclepias tuberosa	Butterfly Weed	1.50		
Aster spartus	Six Blue Aster	1.50		
Aster laevis	Smooth Blue Aster	2.00		
Aster novae-angliae	New England Aster	0.50		
Chamaecrista fasciculata	Partridge Pea	10.00		
Coneopsis palmata	Prairie Coneopsis	6.00		
Dalea candida	White Prairie Clover	4.00		
Dalea purpurea	Purple Prairie Clover	3.00		
Echinacea pallida	Pale Purple Coneflower	2.50		
Echinacea purpurea	Purple Coneflower	6.00		
Eryngium yuccifolium	Rattlesnake Master	3.00		
Helianthus scaberratus	Wild Bergamot	1.50		
Helianthus giganteus	Prairie Blazing Star	2.50		
Helianthus scaberratus	Wild Bergamot	1.50		
Hypericum pyramidalum	St. John's Wort	0.25		
Iris virginica	Southern Blue Flag Iris	4.00		
Liatris pycnostachya	Prairie Blazing Star	1.00		
Monarda fistulosa	Wild Bergamot	2.00		
Pentstemon digitalis	Forget-me-not	0.50		
Potentilla arguta	Prairie Cinquefoil	0.20		
Pycnanthemum virginianum	Mountain Mint	0.20		
Ratibida pinnata	Yellow Coneflower	4.00		
Rudbeckia hirta	Black-Eyed Susan	2.50		
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00		
Silphium laciniatum	Compass Plant	0.50		
Solidago speciosa	Showy Goldenrod	1.00		
Tradescantia ohioensis	Ohio Spiderwort	1.50		
Veronicastrum virginicum	Culver's Root	0.10		
Grasses, Sedges, & Rushes		Oz/Acre		
Bouteloua curtipendula	Side Oats Grass	42.00		
Carex bicknellii	Copper-Shouldered Oval Sedge	1.00		
Elymus canadensis	Canada Wild Rye	32.00		
Elymus virginicus	Virginia Wild Rye	32.00		
Koeleria cristata (macrantha)	June Grass	2.00		
Schizachyrium scoparium	Little Bluestem	32.00		

Sedge Meadow

Sedge meadows naturally protect water quality by trapping sediment and nutrients during seasonal flooding. These important plant communities also provide wildlife habitat for many small mammals and waterfowl. Best if planted in saturated soils with full sun.

#SMD	Wet to Wet Mesic	Full Sun to Part Sun	6.00 PLS LBS/Acre	90.00 Seeds/ Sq. Ft.
Wildflowers		Oz/Acre		
Acorus calamus	Sweet Flag	0.50		
Alisma subcordatum	Mud Plantain	1.25		
Anemone canadensis	Meadow Anemone	0.75		
Angelica atropurpurea	Great Angelica	1.50		
Asclepias incarnata	Marsh (Red) Milkweed	2.50		
Aster novae-angliae	New England Aster	0.25		
Aster puniceus	Swamp Aster	0.50		
Baptisia leucantha (alba)	White Wild Indigo	1.00		
Cassia hebecarpa	Common Beggar's Tick	1.25		
Cassia hebecarpa	Wild Senna	4.00		
Eupatorium maculatum	Spotted Joe Pye Weed	0.50		
Eupatorium perfoliatum	Boneset	0.25		
Helianthus autumnale	Sneezeweed	0.50		
Helianthus giganteus	Tall Sunflower	0.25		
Helianthus grosseserratus	Sawtooth Sunflower	0.50		
Hypericum pyramidalum	Great St. John's Wort	0.25		
Iris virginica	Southern Blue Flag Iris	4.00		
Liatris spicata	Marsh Blazing Star	1.00		
Monarda fistulosa	Wild Bergamot	2.00		
Parthenium integrifolium	Wild Quinine	1.00		
Pycnanthemum virginianum	Mountain Mint	0.25		
Ratibida pinnata	Yellow Coneflower	3.00		
Silphium teresbinthaceum	Prairie Dock	1.00		
Solidago graminifolia	Grass-Leaved Goldenrod	0.10		
Solidago ohioensis	Ohio Goldenrod	1.00		
Solidago rigida	Ridge's Goldenrod	1.50		
Verberna hastata	Blue Vervain	1.50		
Veronicastrum virginicum	Culver's Root	0.25		
Zizia aurea	Golden Alexanders	4.00		

Grasses, Sedges, & Rushes		Oz/Acre
Bouteloua curtipendula	Side Oats Grass	42.00
Carex bicknellii	Copper-Shouldered Oval Sedge	1.00
Elymus canadensis	Canada Wild Rye	32.00
Elymus virginicus	Virginia Wild Rye	32.00
Koeleria cristata (macrantha)	June Grass	2.00
Schizachyrium scoparium	Little Bluestem	32.00
Thalictrum dasycarpum	Purple Meadow Rue	1.00
Verberna hastata	Blue Vervain	0.25
Vernonia fasciculata	Ironweed	0.50
Grasses, Sedges, & Rushes		Oz/Acre
Andropogon gerardii	Big Bluestem	8.00
Bromus ciliatus	Fringed Brome	16.00
Calamagrostis canadensis	Blue Joint Grass	0.75
Carex bebbii	Bebb's Oval Sedge	0.50
Carex bicknellii	Copper-Shouldered Oval Sedge	1.00
Carex comosa	Bristly Sedge	1.00
Carex crinita	Fringed Sedge	0.50
Carex hystericina	Porcupine Sedge	0.25
Carex lacustris	Common Lake Sedge	0.50
Carex sprengei	Long-Beaked Sedge	0.25
Carex stipata	Common Fox Sedge	0.50
Carex stricta	Tussock Sedge	0.25
Carex vulpinoidea	Brown Fox Sedge	0.25
Glyceria canadensis	Rattlesnake Grass	1.00
Glyceria grandis	Reed Manna Grass	1.50
Glyceria striata	Fowl Manna Grass	1.00
Juncus dudleyi	Dudley's Rush	0.10
Juncus tenuis	Path Rush	0.10
Juncus torreyi	Torrey's Rush	0.10
Leersia oryzoides	Rice Cut Grass	4.00
Panicum virgatum	Switchgrass	4.00
Scirpus acutus	Hard-Stem Bulrush	2.00
Scirpus atrovirens	Dark-Green Bulrush	0.20
Scirpus cyperinus	Wool Grass	0.10
Scirpus validus	Great Bulrush	1.00
Spartina pectinata	Prairie Cordgrass	4.00

Wet Prairie

Wet prairies typically grow in deep rich soils that are high in organic matter. They also occur in areas where the drainage is poor or in spots that collect water from the surrounding landscape. Wet prairies can survive saturated soil conditions or ponded water for short periods of time, especially after the plants are established. Our Wet Prairie mix promotes species diversity to recreate the appearance of naturally occurring wet prairies. This mix will grow best in full sun.

#WPM	Wet to Wet Mesic	Full Sun to Part Sun	8.00 PLS LBS/Acre	85.00 Seeds/ Sq. Ft.
Wildflowers		Oz/Acre		
Anemone canadensis	Meadow Anemone	0.50		
Asclepias tuberosa	Butterfly Weed	4.00		
Aster laevis	Smooth Blue Aster	1.50		
Aster novae-angliae	New England Aster	1.00		
Aster puniceus	Swamp Aster	1.00		
Baptisia leucantha (alba)	White Wild Indigo	2.00		
Cassia hebecarpa	Wild Senna	6.00		
Eupatorium maculatum	Spotted Joe Pye Weed	0.40		
Eupatorium perfoliatum	Boneset	0.50		
Gentiana andrewsii	Bottle Gentian	0.10		
Helianthus autumnale	Sneezeweed	0.25		
Helianthus scaberratus	Early Sunflower	1.50		
Liatris spicata	Marsh Blazing Star	1.00		
Monarda fistulosa	Wild Bergamot	0.25		
Mimulus ringens	Monkey Flower	2.00		
Parthenium integrifolium	Wild Quinine	1.00		
Pycnanthemum virginianum	Mountain Mint	0.25		
Ratibida pinnata	Yellow Coneflower	3.00		
Silphium teresbinthaceum	Prairie Dock	1.00		
Solidago graminifolia	Grass-Leaved Goldenrod	1.00		
Solidago ohioensis	Ohio Goldenrod	1.00		
Solidago rigida	Ridge's Goldenrod	1.50		
Verberna hastata	Blue Vervain	1.50		
Veronicastrum virginicum	Culver's Root	0.25		
Zizia aurea	Golden Alexanders	4.00		

Grasses, Sedges, & Rushes		Oz/Acre
Bromus ciliatus	Fringed Brome	32.00
Carex bebbii	Bebb's Oval Sedge	1.00
Carex crawfordii	Crawford's Sedge	0.40
Carex crinita	Fringed Sedge	1.00
Carex scoparia	Lance-Fruited Oval Sedge	0.50
Carex stipata	Common Fox Sedge	3.00
Carex vulpinoidea	Brown Fox Sedge	1.50

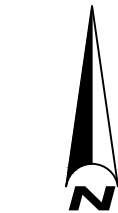
Elymus virginicus	Virginia Wild Rye	48.00
Glyceria canadensis	Rattlesnake Grass	3.00
Glyceria grandis	Reed Manna Grass	2.50
Scirpus pendulus	Red Bulrush	0.50

Pollinator Conservation

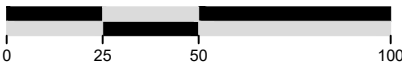
Conserve pollinator habitat with this specialized seed mix. Over two pounds of wildflowers per acre offer pollen and nectar sources while the native bunch grasses provide nesting habitat for bees and other beneficial insects.

#NP1	Mesic to Dry	Full Sun to Part Sun	5.00 PLS LBS/Acre	64.00 Seeds/ Sq. Ft.
Wildflowers		Oz/Acre		
Aquilegia canadensis	Wild Columbine	1.50		
Asclepias tuberosa	Butterfly Weed	4.00		
Aster laevis	Smooth Blue Aster	1.50		
Aster novae-angliae	New England Aster	1.00		
Chamaecrista fasciculata	Partridge Pea	8.00		
Dalea candida	White Prairie Clover	2.00		
Dalea purpurea	Purple Prairie Clover	2.50		
Desmodium illinoense	Illinois Tick Trefoil	1.00		
Eryngium yuccifolium	Rattlesnake Master	1.50		
Liatris pycnostachya	Prairie Blazing Star	2.00		
Penstemon digitalis	Forget-me-not	1.50		
Potentilla arguta	Prairie Cinquefoil	0.50		
Ratibida pinnata	Yellow Coneflower	1.50		
Rudbeckia hirta	Black-Eyed Susan	2.00		
Solidago rigida	Stiff Goldenrod	1.50		
Solidago speciosa	Showy Goldenrod	1.00		
Tradescantia ohioensis	Ohio Spiderwort	2.00		
Zizia aurea	Golden Alexanders	1.00		

Grasses, Sedges, & Rushes		Oz/Acre
Bouteloua curtipendula	Side Oats Grass	16.00
Koeleria cristata (macrantha)	June Grass	4.00
Schizachyrium scoparium	Little Bluestem	16.00
Sporobolus heterolepis	Prairie Dropseed	8.00



SCALE IN FEET



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1	08/02/2022	BR	BID SET
NO	DATE	BY	REVISION



Know what's below.
Call before you dig.



CLICK BEFORE YOU DIG
IOWA ONE CALL

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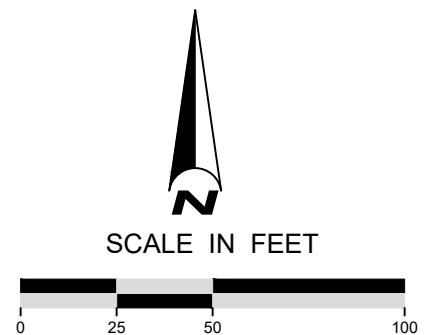
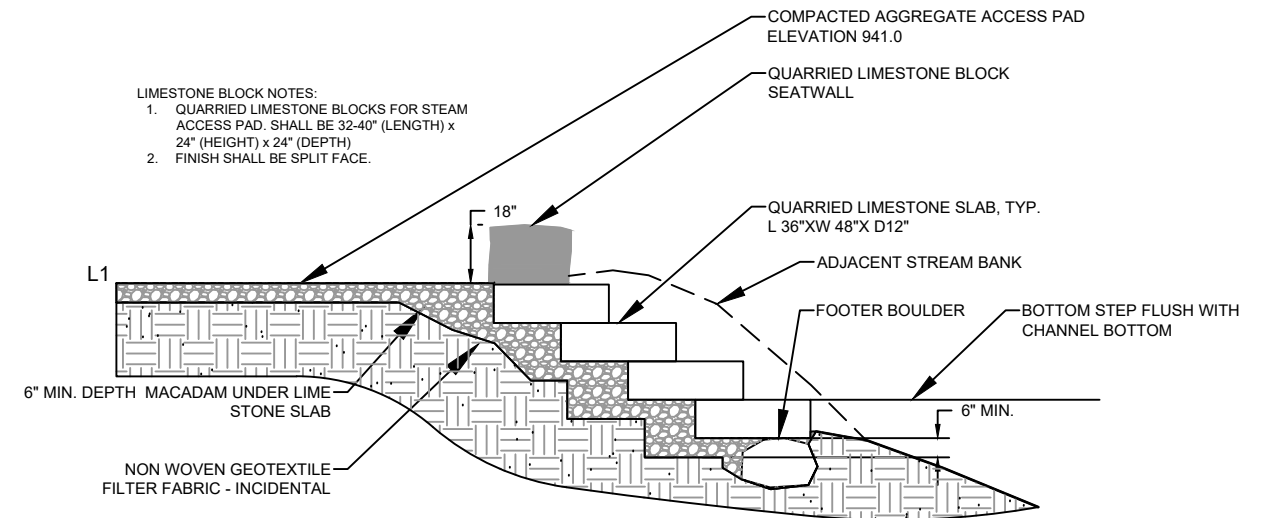
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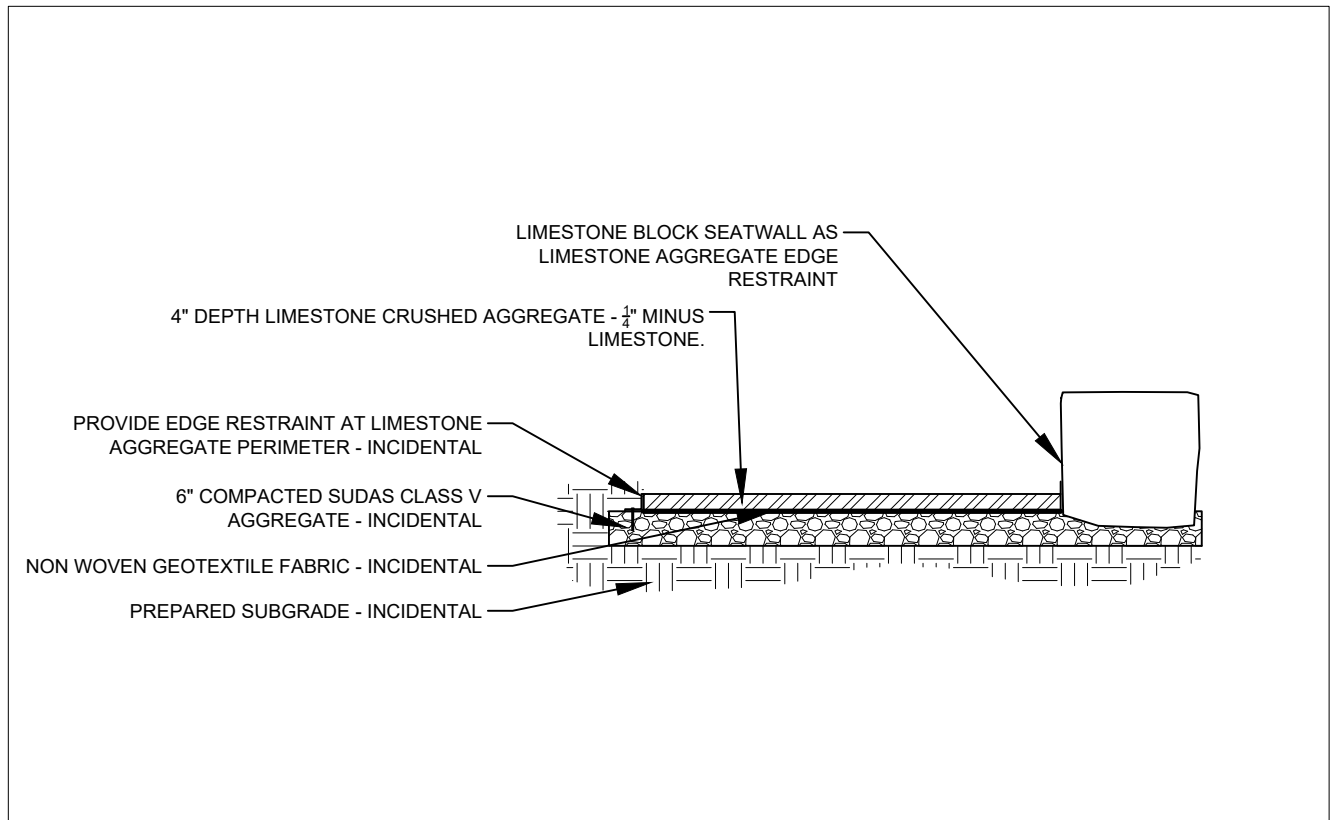


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DITCH 2 PLANTING AND EAGLE PARK IMPROVEMENTS BID PACK 2 POLK COUNTY, IOWA	
STATE PROJECT NO. ---	CITY PROJECT NO. ###

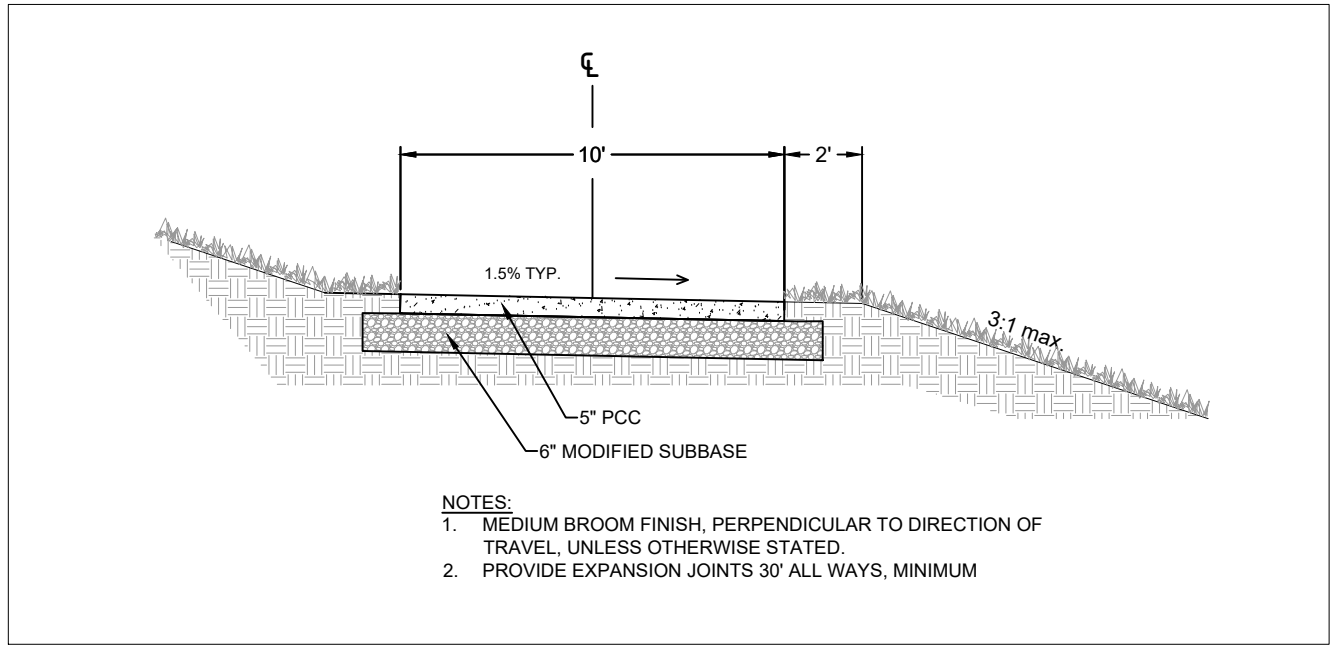
EAGLE PARK PLANTING NOTES AND SEED MIXES	
SHEET 29 OF 36 SHEETS	

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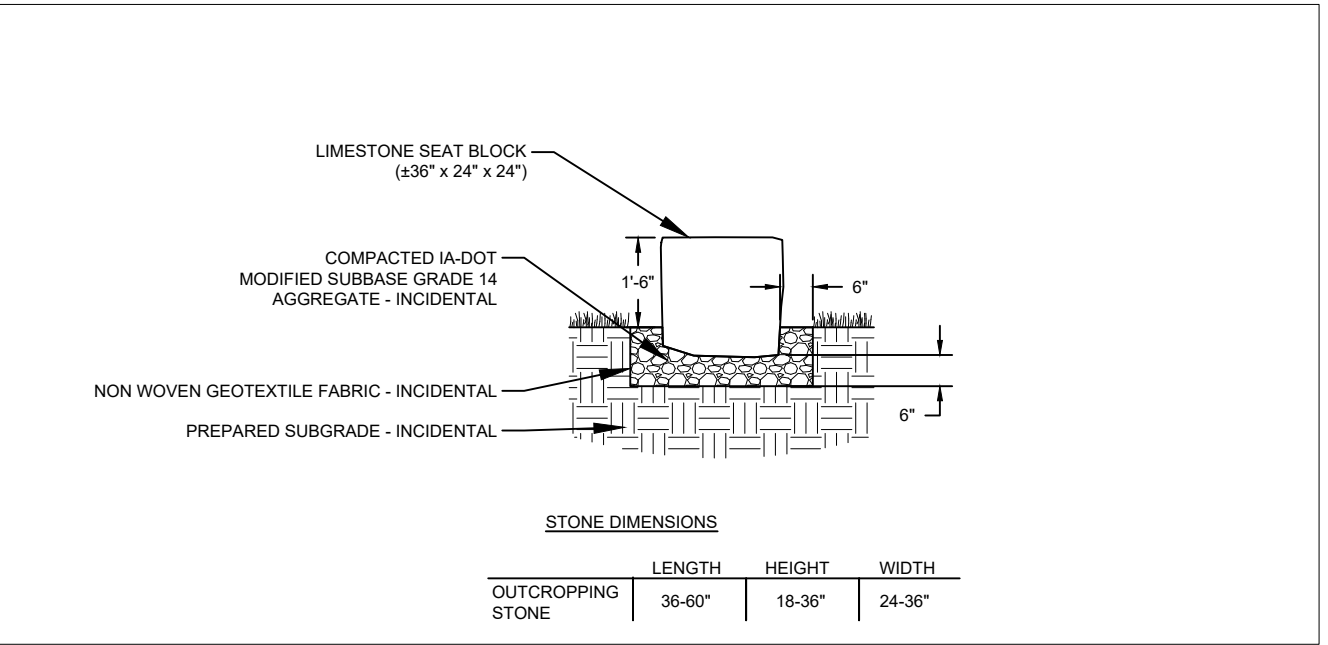


01
31 **LIMESTONE BLOCK SEATWALL**
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THIS SPACE LEFT BLANK INTENTIONALLY



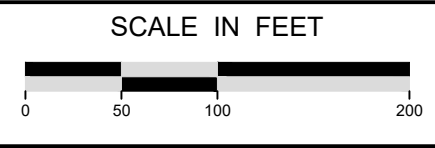
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04
31 **LIMESTONE BLOCK**
*NOT TO SCALE

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User: jh2908
Title: DITCH 2 PLANTING AND EAGLE PARK IMPROVEMENTS BID PACK 2
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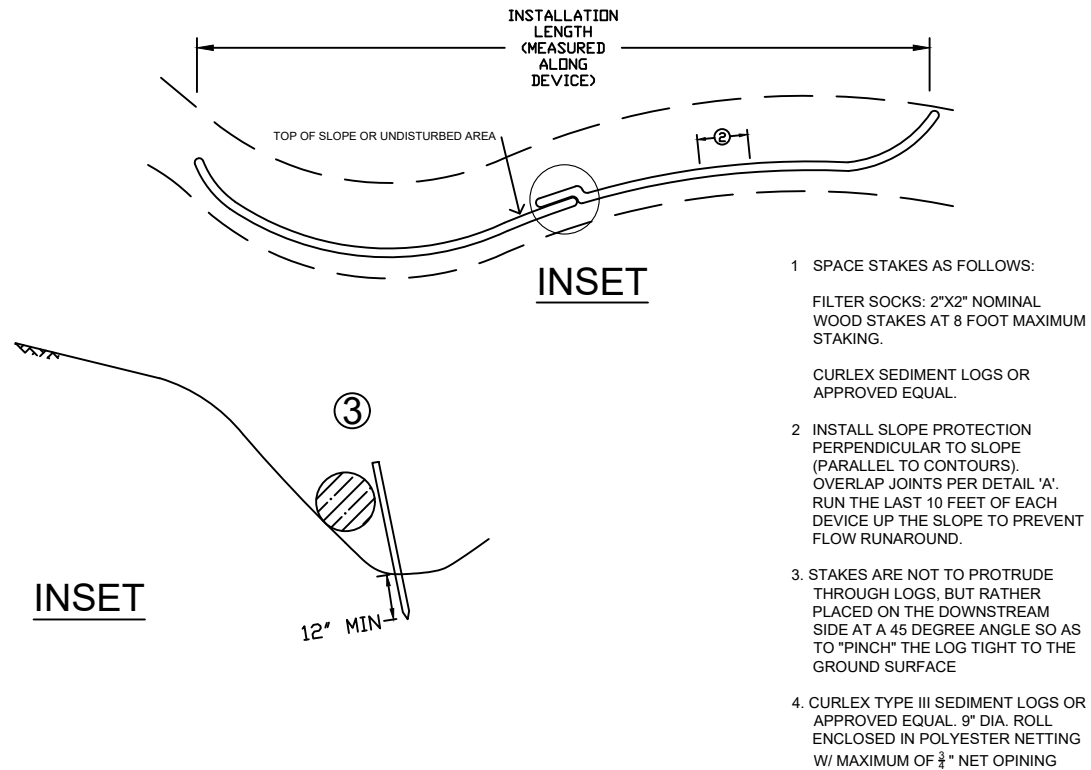
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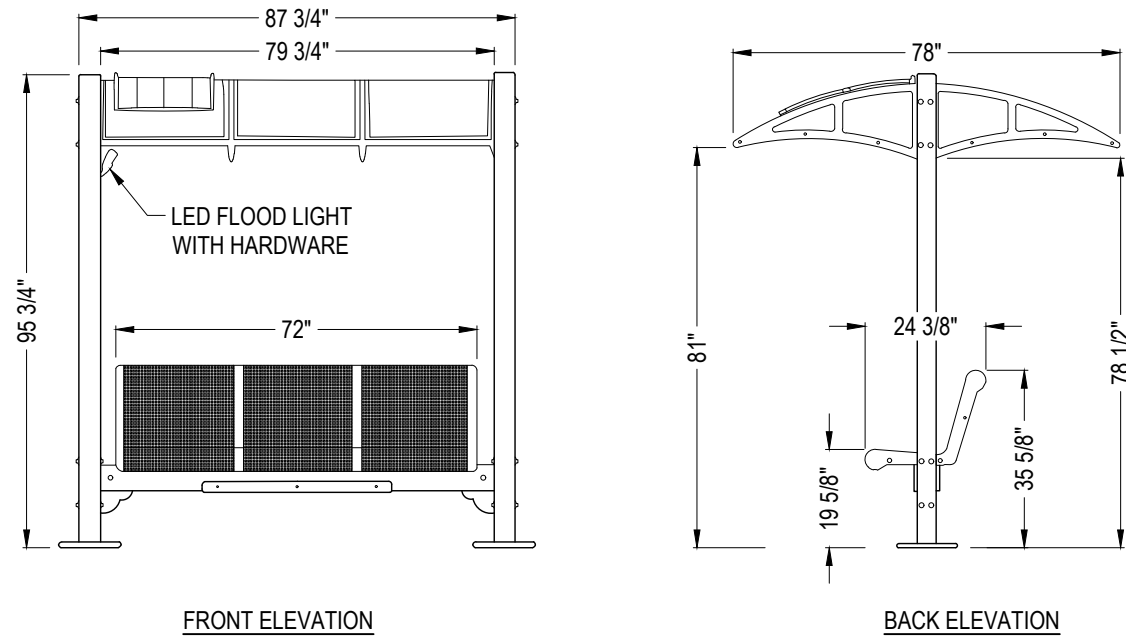
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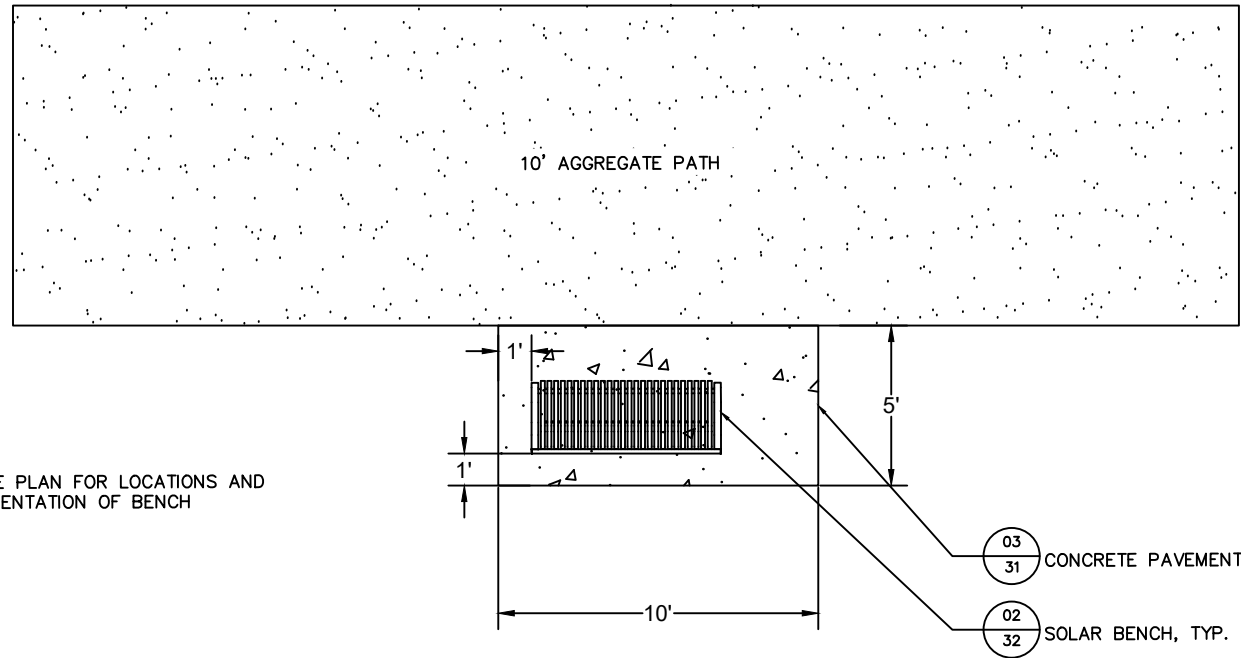
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SHEET 31 OF 36 SHEETS



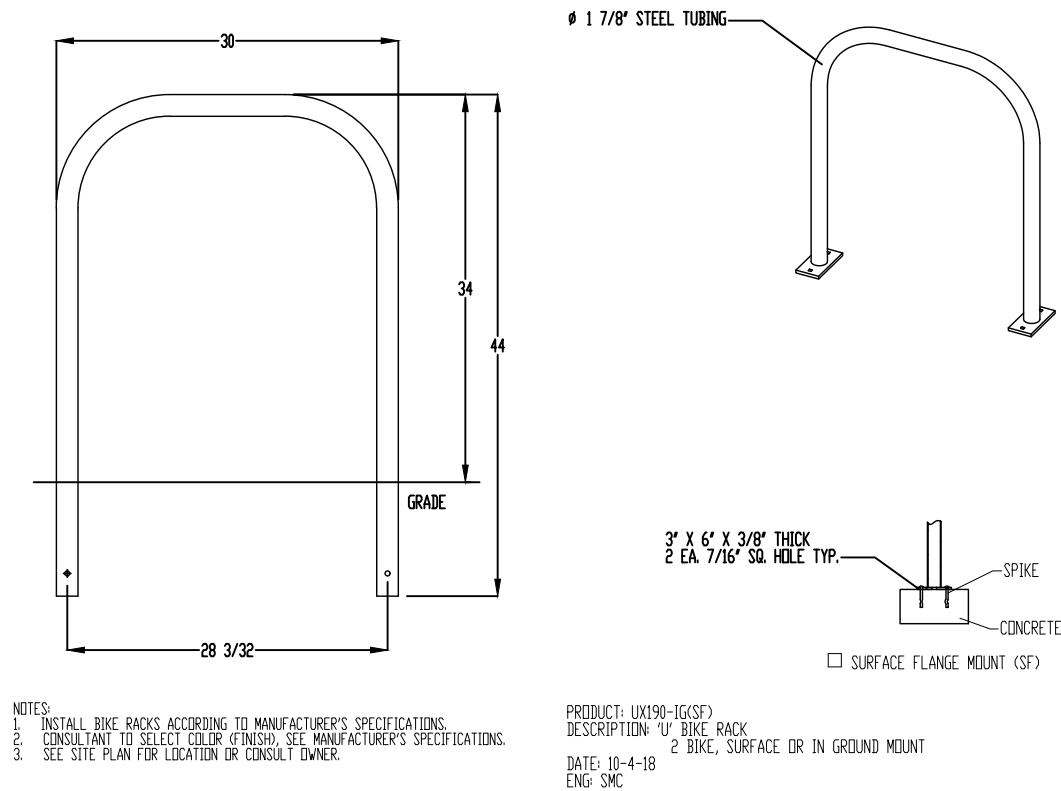
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02
32
SOLAR BENCH
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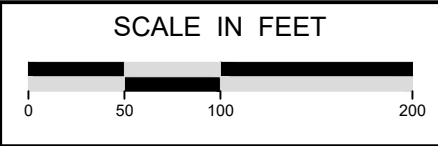
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BENCH CONCRETE PAD
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04
32
BIKE RACK
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Plot Date: 08/02/2022
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User: jason
Project: 122505_CD-DrawingSet_122505_GROUNDING
Title: 122505_CD-DrawingSet_122505_GROUNDING
Sheet: 32 of 36
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NO	DATE	BY	REVISION



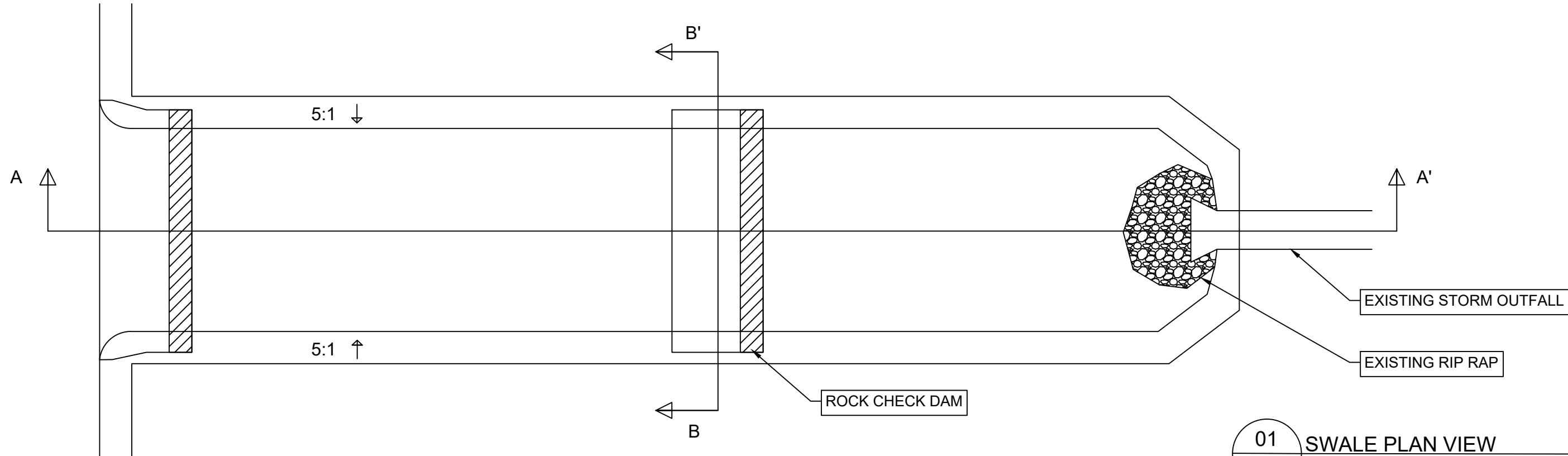
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CITY OF BONDURANT, POLK COUNTY, IOWA
STATE PROJECT NO. ---
CITY PROJECT NO. ###

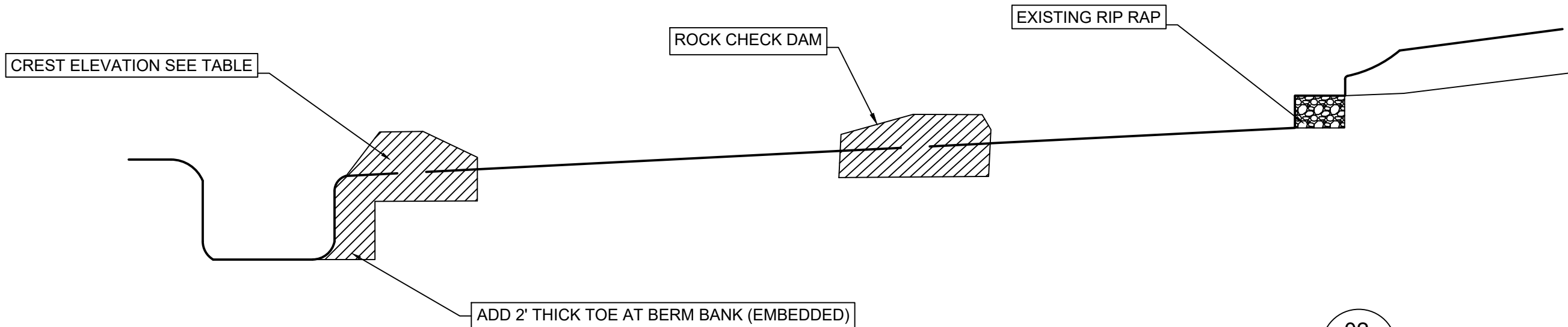
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DETAIL SHEET 2
SHEET 32 OF 36 SHEETS



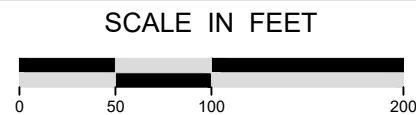
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33 SWALE PLAN VIEW
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CREST ELEVATIONS		
	MIDDLE CHECK DAM	END CHECK DAM
SOUTH SWALE	939.0	937.0
NORTH SWALE	938.5	937.0



02
33 SWALE PROFILE A-A'
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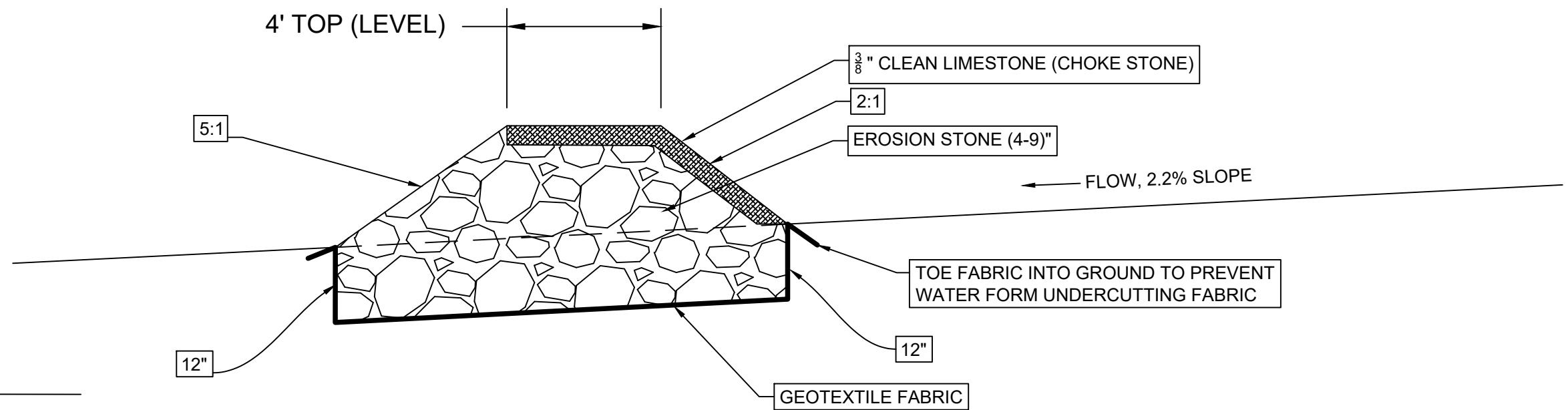
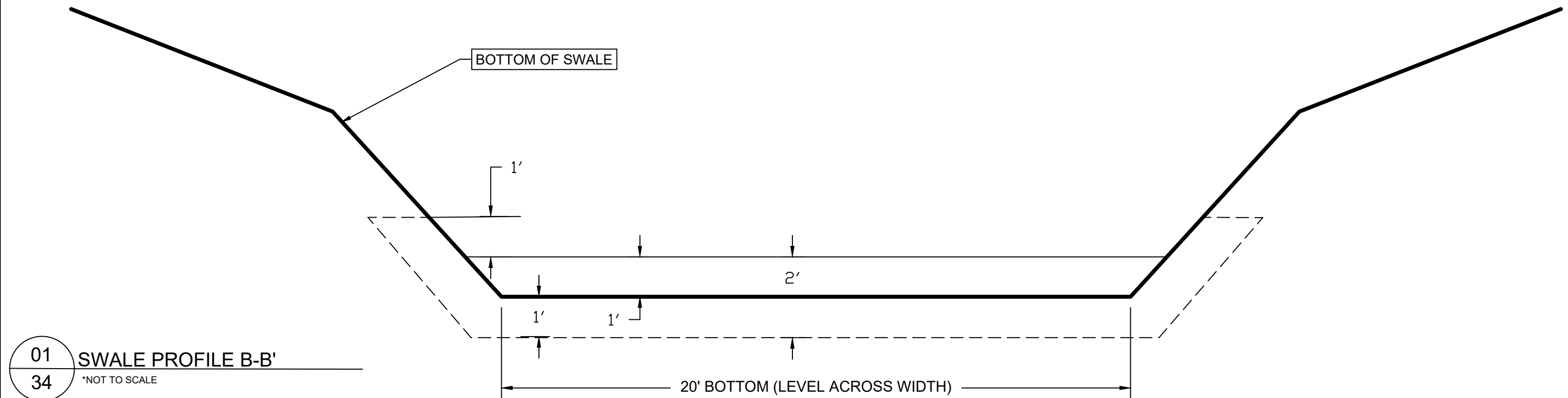
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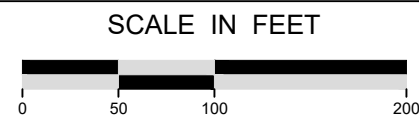
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DETAIL SHEET 3

SHEET 33 OF 36 SHEETS



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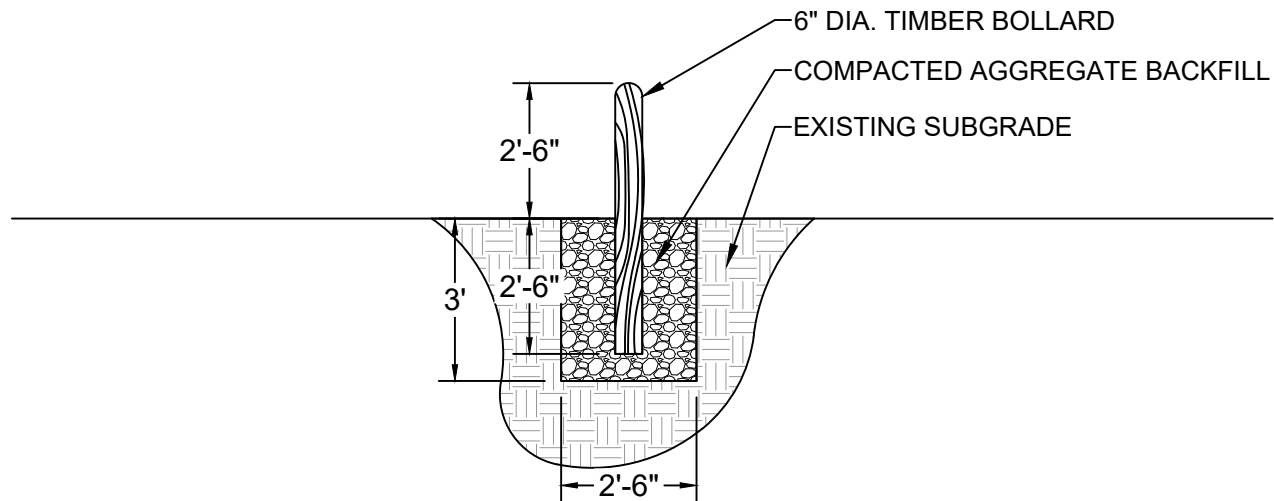
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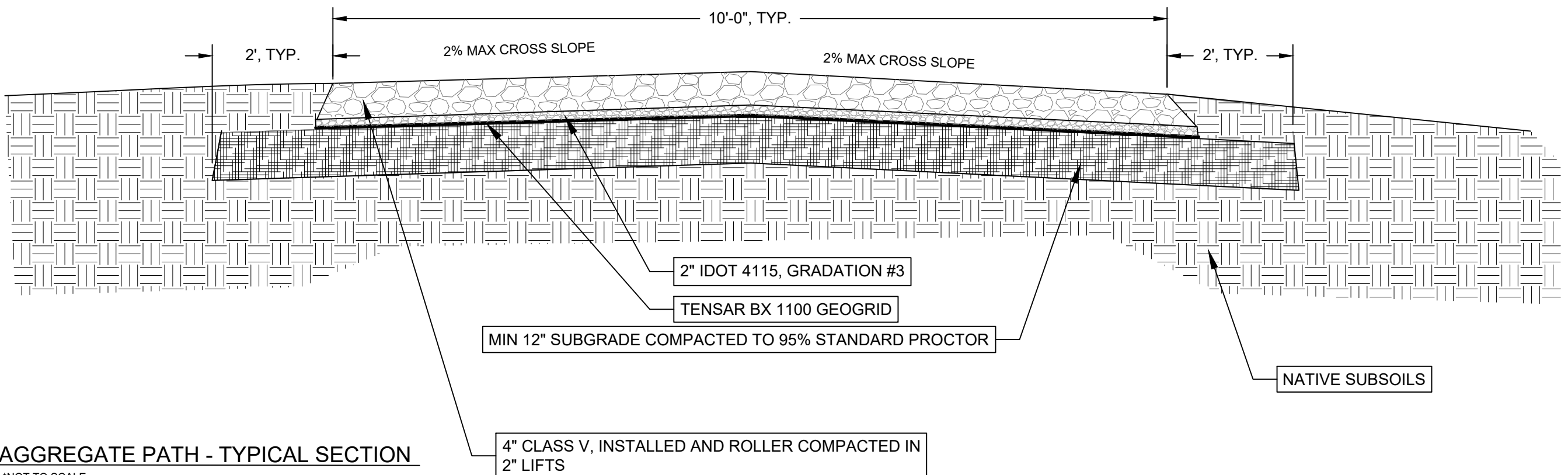
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SHEET 34 OF 36 SHEETS



01 TIMBER BOLLARD

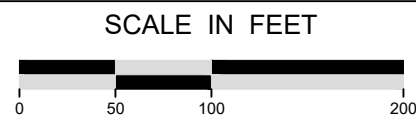
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03 AGGREGATE PATH - TYPICAL SECTION

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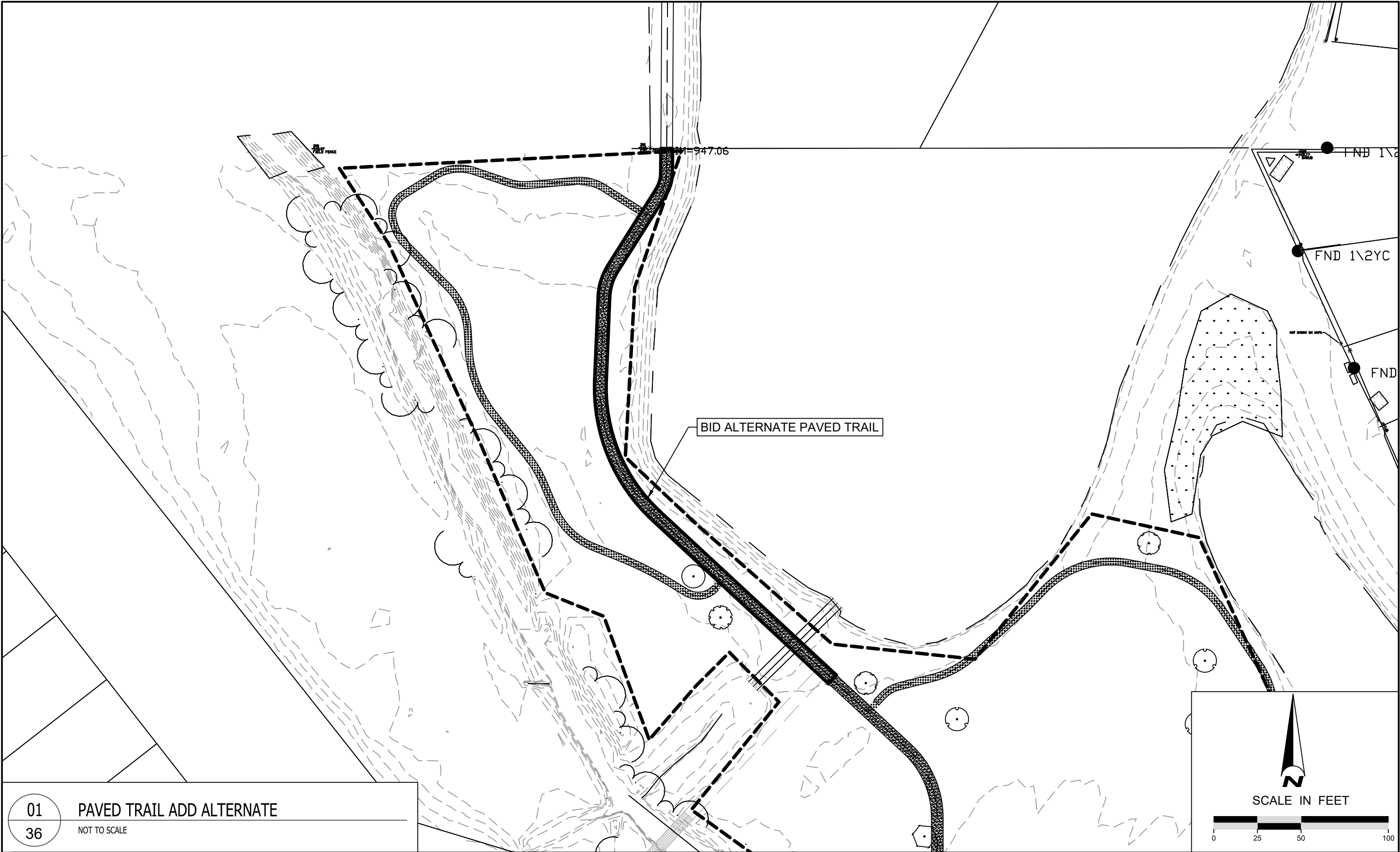
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DETAIL SHEET 5

SHEET 35 OF 36 SHEETS



01

36

PAVED TRAIL ADD ALTERNATE

NOT TO SCALE

Plot Date: 08/02/2022
Drawing name: X:\clients_municipal\01429_civ_bondurant\0006_ditch_2_restoration\09_GINS\dwg\Bid 2dwg's for eagle park\1429-0006_CD-Drawing.dwg
Xrefs: 1429-0006_X-Base.dwg, 1429-0006_P-Base.dwg

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1	08/02/2022	BR	BID SET
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Bondurant
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IMPROVEMENTS BID PACK 2
POLK COUNTY, IOWA

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



SCALE IN FEET

0 25 50 100

DETAIL SHEET 6

SHEET 36 OF 36 SHEETS

PROJECT MANUAL

DITCH 2 PLANTING AND EAGLE PARK IMPROVEMENTS –

BID PACKAGE #2

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>08/02/2022</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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Project Information Sheet

Ditch 2 Planting and Eagle Park Improvements Bid Package #2

City of Bondurant, Iowa

Project Description: The project involves construction of a shared use aggregate path and concrete parking lot, installation of solar charging benches and other amenities along with associated erosion control measures in Eagle Park. Restoration activities include native seeding, wetland seeding, tree/shrub planting in Eagle Park and native seeding of Ditch 2 streambanks.

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

Bids Due: August 23, 2022 2:00 PM, Bondurant City Hall

City Council Action: September 6, 2022, 6:00 PM, Bondurant City Hall

Start Date: Within 10 days of Notice to Proceed (Mid-September)

Completion Dates: Project shall be substantially complete November 30, 2022
Complete on or before December 31, 2022
Eagle Park Trees shall be planted by October 28, 2022

Liquidated Damages: \$200 per day

Engineer's Estimate: \$556,079.00 (Base Bid)
\$26,880.00 (Bid Alternate)

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements - Bid Package #2
Project Location

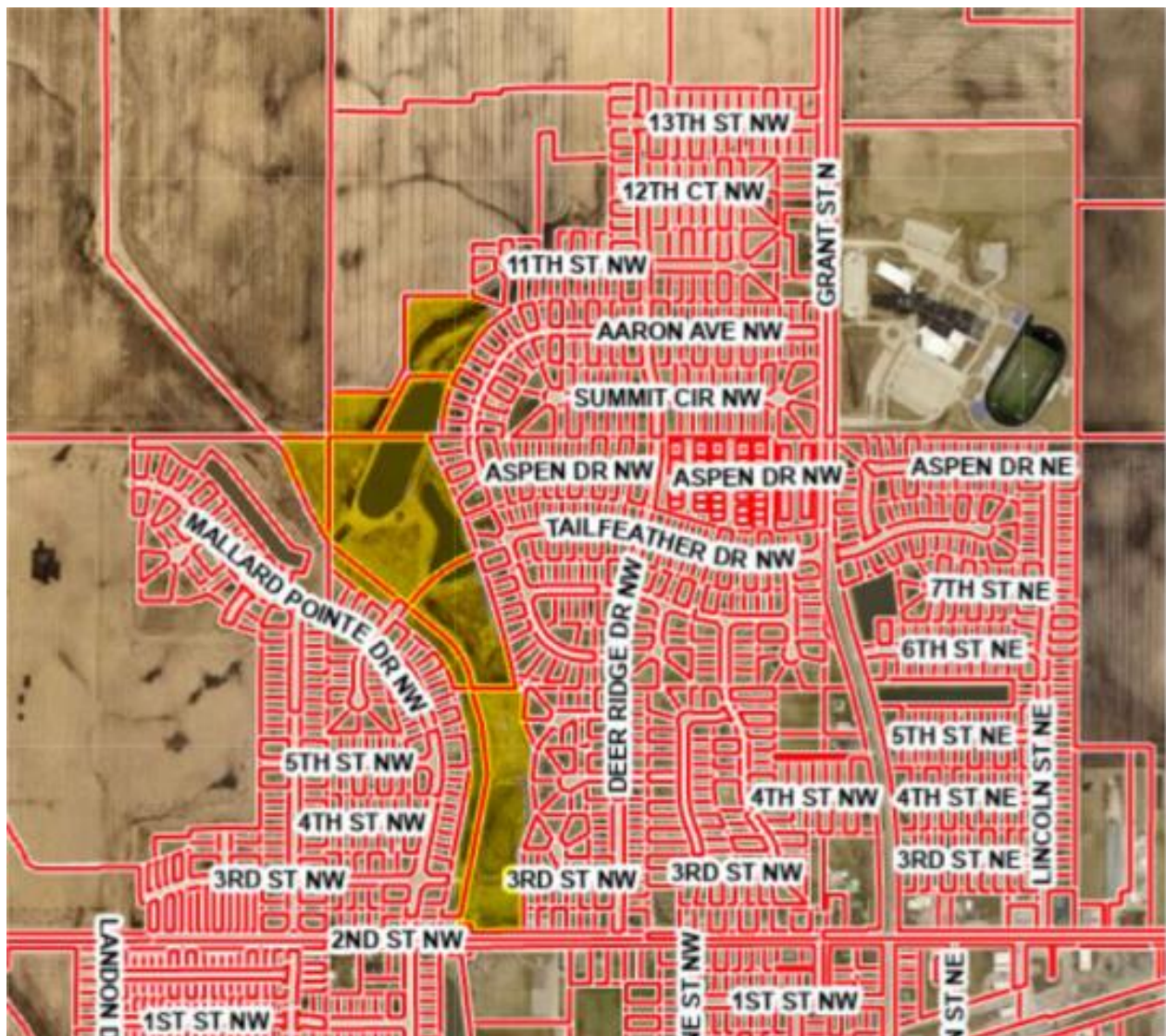


Figure 1: Eagle Park Location

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements - Bid Package #2
Project Location



Figure 2: Ditch 2 Location

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

CITY OF BONDURANT – DITCH 2 PLANTING AND EAGLE PARK IMPROVEMENTS – BID PACKAGE #2

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 Planting and Eagle Park Improvements – Bid Package #2 project at its **meeting at 6 P.M. on August 15, 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 August 23, 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 September 6, 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 Planting and Eagle Park Improvements – Bid Package #2

Project Description: The project involves construction of a shared use aggregate path and concrete parking lot, installation of solar charging benches and other amenities along with associated erosion control measures in Eagle Park. Restoration activities include native seeding, wetland seeding, tree/shrub planting in Eagle Park and native seeding of Ditch 2 streambanks.

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**

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements – Bid Package #2

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. Contractor, or their subcontractor shall also furnish a Warranty Bond specifically for vegetation maintenance over a period of three years from substantial completion of planting – see special provisions.

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 December 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) 988-1255). 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 Planting and Eagle Park Improvements – Bid Package #2

Project Description: The project involves construction of a shared use aggregate path and concrete parking lot, installation of solar charging benches and other amenities along with associated erosion control measures in Eagle Park. Restoration activities include native seeding, wetland seeding, tree/shrub planting in Eagle Park and native seeding of Ditch 2 streambanks.

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 Planting and Eagle Park Improvements – Bid Package #2

Project Description: The project involves construction of a shared use aggregate path and concrete parking lot, installation of solar charging benches and other amenities along with associated erosion control measures in Eagle Park. Restoration activities include native seeding, wetland seeding, tree/shrub planting in Eagle Park and native seeding of Ditch 2 streambanks.

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 Planting and Eagle Park Improvements – Bid Package #2; 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.

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements– Bid Package #2

<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	850	\$	\$
3	Excavation Class 10 (Cut / Fill / Haul Offsite)	CY	625	\$	\$
4	Modified Subbase - 6" (Parking Lot)	SY	256	\$	\$
5	Subgrade Preparation (Parking Lot)	SY	256	\$	\$
6	Subgrade Stabilization - Geogrid (Aggregate Trails)	SY	3,496	\$	\$
Division 4 - Sewers and Drains					
7	CMP Culvert - 30"	LF	30	\$	\$
8	CMP Apron, 30"	EA	2	\$	\$
Division 7 – Streets and Related Work					
9	PCC Pavement, 6" Parking Lot	SY	201	\$	\$
10	Sidewalk, PCC 5" (Sidewalks and Bench Pads)	SY	124	\$	\$
11	Special Subgrade Preparation for Shared Use Paths (Trail)	SY	4,365	\$	\$
12	Detectable Warning	EA	3	\$	\$
Division 8 – Traffic Control					
13	Painted Pavement Markings, Durable (Parking Lot Striping)	STA	0.80	\$	\$
Division 9 – Sitework and Landscaping					
14	Conventional seeding (Wetland Grass Seed Mixture) (Ditch 2)	ACRE	2	\$	\$
15	Conventional seeding (Wetland Grass Seed Mixture) (Eagle Park)	ACRE	0.60	\$	\$
16	Conventional seeding (Upland Native Grass and Forbs) (Ditch 2)	ACRE	3.30	\$	\$
17	Conventional seeding (Upland Native Grass and Forbs) (Eagle Park)	ACRE	4.20	\$	\$
18	Conventional seeding (Pollinator Grass and Forbs) (Eagle Park)	ACRE	0.11	\$	\$
19	Conventional seeding: H Native Grass and Forbs (Sedge Meadow) (Eagle Park)	ACRE	6.40	\$	\$
20	Hydraulic seeding, Fertilizing and mulching, Type 1 (Permanent Lawn Mixture)	ACRE	5.0	\$	\$
21	Hydraulic seeding and mulching, type 4 seed mixture (Urban Temp Erosion Control); BFM Hydromulch	ACRE	9.0	\$	\$
22	Three Year Vegetation Maintenance and Warranty Bond	LS	1	\$	\$
23	Coniferous Tree (Including warranty)	EA	13	\$	\$
24	Deciduous Tree (Including warranty)	EA	66	\$	\$
25	Shrub (Including warranty)	EA	143	\$	\$
26	SWPPP Management	LS	1	\$	\$
27	Filter Sock, 9", Install	LF	350	\$	\$
28	Filter Sock, 9", Removal	LF	350	\$	\$
29	Silt Fence (at Topsoil Stockpile, no Removal)	LF	350	\$	\$
30	Rock Check Dam - Permanent, Erosion Stone	TON	110	\$	\$
31	Aggregate 3/8" Clean Limestone (Check Dam Choke Stone)	TON	35	\$	\$
32	Stabilized Construction Entrance	EA	1	\$	\$

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements– Bid Package #2

Division 11 - Miscellaneous

33	Construction Survey	LS	1	\$	\$
34	Mobilization	LS	1	\$	\$
35	Concrete Washout	EA	1	\$	\$

Special

36	Aggregate Trail, 10' wide	SY	3,496	\$	\$
37	Limestone Outcrop Slabs (12 Stones for Stream Access)	TON	13	\$	\$
38	Herbicide Treatment	ACRE	12	\$	\$
39	Bollards	EA	14	\$	\$
40	Dog Waste Station	EA	1	\$	\$
41	Solar Charging Bench with Canopy	EA	3	\$	\$
42	Limestone Outcrop Blocks (Near Stream Access)	TON	11	\$	\$
43	Bike Rack	EA	1	\$	\$

BASE BID TOTAL: \$

Bid Alternate #1 Shared Use Trail

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
44	Modified Subbase - 6"	SY	855	\$	\$
45	Shared Use Path, PCC 5"	SY	611	\$	\$
46	Deduct Aggregate Trail, 10' wide	SY	(611)	\$	\$
BID ALTERNATE TOTAL:					\$

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 Planting and Eagle Park Improvements – Bid Package #2

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 Planting and Eagle Park Improvements – Bid Package #2

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 Planting and Eagle Park Improvements – Bid Package #2

	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 #2

Project Description: The project involves construction of a shared use aggregate path and concrete parking lot, installation of solar charging benches and other amenities along with associated erosion control measures in Eagle Park. Restoration activities include native seeding, wetland seeding, tree/shrub planting in Eagle Park and native seeding of Ditch 2 streambanks.

Project Location: Bondurant, IA.

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements – Bid Package #2
Contract

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 Planting and Eagle Park Improvements – Bid Package #2**; 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)

ATTEST:

By

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.

Project No. _____

- 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	850	\$	\$
3	Excavation Class 10 (Cut / Fill / Haul Offsite)	CY	625	\$	\$
4	Modified Subbase - 6" (Parking Lot)	SY	256	\$	\$
5	Subgrade Preparation (Parking Lot)	SY	256	\$	\$
6	Subgrade Stabilization - Geogrid (Aggregate Trails)	SY	3,496	\$	\$
Division 4 - Sewers and Drains					
7	CMP Culvert - 30"	LF	30	\$	\$
8	CMP Apron, 30"	EA	2	\$	\$
Division 7 – Streets and Related Work					
9	PCC Pavement, 6" Parking Lot	SY	201	\$	\$
10	Sidewalk, PCC 5" (Sidewalks and Bench Pads)	SY	124	\$	\$
11	Special Subgrade Preparation for Shared Use Paths (Trail)	SY	4,365	\$	\$
12	Detectable Warning	EA	3	\$	\$
Division 8 – Traffic Control					
13	Painted Pavement Markings, Durable (Parking Lot Striping)	STA	0.80	\$	\$
Division 9 – Sitework and Landscaping					
14	Conventional seeding (Wetland Grass Seed Mixture) (Ditch 2)	ACRE	2	\$	\$
15	Conventional seeding (Wetland Grass Seed Mixture) (Eagle Park)	ACRE	0.60	\$	\$
16	Conventional seeding (Upland Native Grass and Forbs) (Ditch 2)	ACRE	3.30	\$	\$
17	Conventional seeding (Upland Native Grass and Forbs) (Eagle Park)	ACRE	4.20	\$	\$
18	Conventional seeding (Pollinator Grass and Forbs) (Eagle Park)	ACRE	0.11	\$	\$

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements – Bid Package #2
Contract

19	Conventional seeding: H Native Grass and Forbs (Sedge Meadow) (Eagle Park)	ACRE	6.40	\$	\$
20	Hydraulic seeding, Fertilizing and mulching, Type 1 (Permanent Lawn Mixture)	ACRE	5.0	\$	\$
21	Hydraulic seeding and mulching, type 4 seed mixture (Urban Temp Erosion Control); BFM Hydromulch	ACRE	9.0	\$	\$
22	Three Year Vegetation Maintenance and Warranty Bond	LS	1	\$	\$
23	Coniferous Tree (Including warranty)	EA	13	\$	\$
24	Deciduous Tree (Including warranty)	EA	66	\$	\$
25	Shrub (Including warranty)	EA	143	\$	\$
26	SWPPP Management	LS	1	\$	\$
27	Filter Sock, 9", Install	LF	350	\$	\$
28	Filter Sock, 9", Removal	LF	350	\$	\$
29	Silt Fence (at Topsoil Stockpile, no Removal)	LF	350	\$	\$
30	Rock Check Dam - Permanent, Erosion Stone	TON	110	\$	\$
31	Aggregate 3/8" Clean Limestone (Check Dam Choke Stone)	TON	35	\$	\$
32	Stabilized Construction Entrance	EA	1	\$	\$
Division 11 - Miscellaneous					
33	Construction Survey	LS	1	\$	\$
34	Mobilization	LS	1	\$	\$
35	Concrete Washout	EA	1	\$	\$
Special					
36	Aggregate Trail, 10' wide	SY	3,496	\$	\$
37	Limestone Outcrop Slabs (12 Stones for Stream Access)	TON	13	\$	\$
38	Herbicide Treatment	ACRE	12	\$	\$
39	Bollards	EA	14	\$	\$
40	Dog Waste Station	EA	1	\$	\$
41	Solar Charging Bench with Canopy	EA	3	\$	\$
42	Limestone Outcrop Blocks (Near Stream Access)	TON	11	\$	\$
43	Bike Rack	EA	1	\$	\$
BASE BID TOTAL:				\$	

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements – Bid Package #2
Contract

Bid Alternate #1 Shared Use Trail

<u>No.</u>	<u>Item</u>	Estimated		Unit	Extended
		<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Price</u>
44	Modified Subbase - 6"	SY	855	\$	\$
45	Shared Use Path, PCC 5"	SY	611	\$	\$
46	Deduct Aggregate Trail, 10' wide	SY	(611)	\$	\$
BID ALTERNATE TOTAL:					\$

NOTICE TO PROCEED

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements – Bid Package #2

Date: _____

To: _____

You are hereby notified to commence work in accordance with the Contract dated
_____, and you are to complete the project by December 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 Oblige (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 Planting and Eagle Park Improvements – Bid Package #2

Project Description: The project involves construction of a shared use aggregate path and concrete parking lot, installation of solar charging benches and other amenities along with associated erosion control measures in Eagle Park. Restoration activities include native seeding, wetland seeding, tree/shrub planting in Eagle Park and native seeding of Ditch 2 streambanks.

Project Location: Bondurant, IA.

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements – Bid Package #2
Performance, Payment, and Maintenance Bond

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

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

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

Performance, Payment, and Maintenance Bond

- E. Maintenance bond requirements shall not apply to the following: work that is not permanently incorporated into the project, pavement markings.

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements – Bid Package #2
Performance, Payment, and Maintenance Bond

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

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

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

City of Bondurant – Ditch 2 Planting and Eagle Park Improvements – Bid Package #2
Performance, Payment, and Maintenance Bond

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk 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.

Please note the additional Warranty Bond required and associated with Bid Item # 2.22 (Three Year Vegetation Maintenance and Warranty Bond), see estimate reference notes in plans and special provisions in the project manual for details.

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

SPECIAL PROVISIONS

3-Year Vegetation Maintenance and Extended Warranty Bond (Bid Item # 2.22)

- A. The 3-Year warranty shall commence following establishment of 80% vegetative cover from cover crop, this is assumed to occur near the end of the primary construction project. Contractor (or sub-contractor) performing the maintenance shall provide a warranty bond for the entirety of the 3-year period (starting as described above) equivalent to a value of 100% of maintenance and warranty bid item (#2.22). See EJCDC Document C-612 below for the Warranty Bond requirements. This 3-year obligation and warranty bond starts immediately upon substantial completion of the seeding and planting work, at which time the bid item will be paid in full (less retainage based on the general contract requirements).
- B. The three-year Extended Vegetation Management item requires the furnishing of all necessary labor, equipment and materials to perform and complete all operations necessary to ensure floristically healthy native vegetation establishment across the entire project area. The project areas are defined as all seeded and planted areas of the project.
- C. References - including, but not limited to the following:
- SUDAS 9010, 2022 edition
 - EJCDC Document C-612
- D. The following describes natural-area management techniques that may be used to complete the Work. These techniques may be deployed by the contractor without approval from the engineer, except Prescribed Burning, the plan and schedule for which must be specifically approved in advance by the engineer or City Staff. With the approval of the engineer or City Staff, the contractor may employ modifications of the listed techniques and/or additional management techniques.
- Post-planting Spot Spraying – Spot herbicide application is used to control the spread of undesirable species and/or noxious weeds and is generally performed using backpack sprayers or sprayers mounted on a small all-terrain vehicle. Timing of application is critical to the success of this operation. The herbicide applicator must be able to identify the target species at various stages of growth and also identify desirable native species in order to avoid spraying them. The type of herbicide and timing of application will vary depending on the target species. Spot spraying is performed at a time when it is most effective for control of the target species. When spot herbicide application is used in combination with spot mowing the cutting is done to prevent flowering and seed dispersal and the follow-up herbicide treatment is performed when re-growth has occurred. Spraying freshly mowed vegetation is not effective; freshly mowed vegetation may not be sprayed. Spray operators must have a current Commercial Pesticide Applicator License issued by the Iowa Department of Agriculture and Land Stewardship.
 - Post Planting Mowing / Weed Whipping (spot) – Spot mowing / Weed Whipping is used in combination with herbicide application to prevent the spread of noxious weeds. Mowing is performed so that target species are cut when they are in early bud to early flowering stage and must be performed prior to seed set. This timing is critical to the success of the operation and may vary from target species to target species. The

mower/whipper operator must be able to identify the target weed species at the appropriate stage of growth and must be able to identify non-target (native) species as well.

- Biological Control of Noxious Weeds – Sites that become infested with these species can either be selectively treated with herbicides or the biocontrol agents can be acquired and released. Generally, if the weed infestations are small the patches are treated with the appropriate herbicide. If the infestations are large or the weeds are spreading in from adjacent lands and will be a continual long-term problem, then biological controls are recommended.
- Prescribed Burning (engineer or City Staff approval is necessary) – This procedure is used to promote the growth and seed production of native prairie species and to set back undesirable species. The individuals performing prescribed burning must be trained and qualified and they must have all of the necessary equipment to perform the operation. Contractor's liability insurance must specifically provide coverage extending to foreseeable damages from conduct of prescribed burning. Contractor warrants that it will perform the Services in accordance with due professional care and, if a controlled burn is undertaken, in accordance with the Iowa Department of Natural Resources Fire Policy (available at www.iowadnr.gov/Conservation/Forestry/Fire-Management). Contractor will indemnify, defend and hold harmless OWNER, ENGINEER and property owner employees and agents, from any and all actions, costs, damages and liabilities of any nature arising out of contractor's or a subcontractor's professional negligence or other action or inaction by contractor or a subcontractor that is the basis for contractor's or the subcontractor's liability in law or equity, including but not limited to ordinary negligence.

E. SUBMITTAL & PROCEDURAL REQUIREMENTS

- Contractor to submit for review and execution, the warranty bond using EJCDC Document C-612 provided below, at the time of substantial completion of planting and seeding work as described above.
- Contractor is required to establish, in consultation with engineer or City Staff, an annual maintenance schedule; engineer or City Staff will coordinate the schedule with the property owner and deviation from the schedule must be approved by engineer or City Staff and property owner.
- Contractor responsible for coordinating schedules and working around property owner's limitation.
- A minimum of 48-hour notice required for all activities.

F. EXECUTION

1. YEAR 1

- Mowing
- Spring seeding – Mow (6-8" mower deck height) every 30 days after seeding through September 30th
- Fall seeding – Mow (6-8" mower deck height) once in May, June and July the following year

- Complete spring prescribed burn (engineer or City Staff approval and consultation required)
- Mowing not permitted when soils or plants are wet
- Prevent clumping and smothering of plant material
- Perform maintenance as necessary to prevent any weed seed to set
- Eradicate all volunteer woody seedling as they become evident
- Eradicate all plant species regulated as noxious weeds in Iowa from the project area as soon as they become evident
- Reseed as necessary to meet specification

2. YEAR 2

Perform maintenance as necessary to meet $\leq 30\%$ coverage of volunteer species throughout the year. In addition, meet the follow criteria:

- Mowing
- Mow (12" mower deck height) between June 1st July 1st
- Mow (12" mower deck height) all or weedier portions of site (per engineer input) around August 15th
- Perform maintenance as necessary to prevent any weed seed to set
- Eradicate all volunteer woody seedling as they become evident
- Eradicate all plant species regulated as noxious weeds in Iowa from the project area as soon as they become evident
- Reseed as necessary to meet specification

3. YEAR 3

Perform maintenance as necessary to meet $\leq 20\%$ coverage of volunteer species throughout the year. In addition, meet the follow criteria:

- Complete spring prescribed burn (engineer or City Staff approval and consultation required)
- Perform maintenance as necessary to prevent any weed seed to set
- Eradicate all volunteer woody seedlings (native and non-native) as they become evident
- Eradicate all plant species regulated as noxious weeds in Iowa from the project area as soon as they become evident
- Reseeding as necessary to meet specification

4. PRIOR TO END OF YEAR 3 (NEAR END OF MAINTENANCE PERIOD)

- Walk the project with engineer or City Staff to determine if final maintenance is needed
- Perform any final maintenance needed
- Engineer or City Staff will execute closeout documentation to finish the warranty bond period

WARRANTY BOND – EJCDC C-612

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Insert address of Surety's principal place of business]
Owner Name: City of Bondurant Address <i>(principal place of business)</i> : 200 2nd St NE Bondurant, IA 50035	Construction Contract Description <i>(name and location)</i> : Ditch 2 Planting and Eagle Park Improvements – Bid Package #2 Contract Price: [Total Contract Amount] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount of Bid Item #2.22] Date of Bond: [Date of Planting Substantial Completion] Modifications to this Bond form: ☐ None ☒ See Paragraph 9	
Bond Period: Commencing immediately after Substantial Completion of the Work under the Construction Contract, and continuing until three years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in SUDAS General Provisions, and as defined in Special Provisions.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows:
 - 9.1. **Warranty Bond dollar amount is the contractor's bid amount for bid item #2.22**
 - 9.2. **This warranty bond commences immediately upon substantial completion of seeding and planting work – see Special Provisions.**
 - 9.3. **This bond is in addition to the general Performance, Payment, and Maintenance Bond for the project, and may be executed by a subcontractor.**

- 9.4. **Item 8.3 above was edited to reference SUDAS and Special Provisions, not EJCDC Documents**
- 9.5. **“Contractor” herein may be a subcontractor to the general, to facilitate delegation of this bid item and corresponding warranty bond responsibility directly to the specialty subcontractor.**

City of Bondurant, Iowa
Ditch 2 and Eagle Park Improvements (Bid Package #2)
Prepared by Emmons and Olivier Resources, Inc.
Job No. 01429-0006

Opinion of Probable Construction Cost - Bid Package #2 - 08/02/2022

Item #	Sudas #	Item	Unit	Qty	Unit Cost	Total Cost
2.1	2010-1.08-C	General Clearing and Grubbing	LS	1	\$ 7,000.00	\$ 7,000.00
2.2	2010-1.08-D1	On-site Topsoil (Strip, Salvage, and Respread 6" Depth)	CY	850	\$ 10.00	\$ 8,500.00
2.3	2010-1.08-E	Excavation Class 10 (Cut / Fill / Haul Offsite)	CY	625	\$ 12.00	\$ 7,500.00
2.4	2010-1.08-J	Modified Subbase - 6" (Parking Lot)	SY	256	\$ 10.50	\$ 2,688.00
2.5	2010-1.08-G	Subgrade Preparation (Parking Lot)	SY	256	\$ 4.00	\$ 1,024.00
2.6	2010-1.08-I	Subgrade Stabilization - Geogrid (Aggregate Trails)	SY	3,496	\$ 4.50	\$ 15,732.00
2.7	4030-1.08-A1	CMP Culvert - 30"	LF	30	\$ 75.00	\$ 2,250.00
2.8	4030-1.08-B	CMP Aprons - 30"	EA	2	\$ 550.00	\$ 1,100.00
2.9	7010-1.08-A	PCC Pavement, 6" Parking Lot	SY	201	\$ 65.00	\$ 13,065.00
2.10	7030-1.08-E	Sidewalk, PCC 5" (Sidewalks and Bench Pads)	SY	124	\$ 50.00	\$ 6,200.00
2.11	7030-1.08-D	Special Subgrade Preparation for Shared Use Paths (Trail)	SY	4,365	\$ 3.00	\$ 13,095.00
2.12	7030-1.08-G	Detectable Warning	EA	3	\$ 1,500.00	\$ 4,500.00
2.13	8020-1.08-C	Painted Pavement Markings, Durable (Parking Lot Striping)	STA	0.80	\$ 325.00	\$ 260.00
2.14	9010-1.08-A	Conventional seeding (Wetland Grass Seed Mixture) (Ditch 2)	ACRE	2	\$ 6,000.00	\$ 12,600.00
2.15	9010-1.08-A	Conventional seeding (Wetland Grass Seed Mixture) (Eagle Park)	ACRE	0.60	\$ 6,000.00	\$ 3,600.00
2.16	9010-1.08-A	Conventional seeding (Upland Native Grass and Forbs) (Ditch 2)	ACRE	3.30	\$ 6,000.00	\$ 19,800.00
2.17	9010-1.08-A	Conventional seeding (Upland Native Grass and Forbs) (Eagle Park)	ACRE	4.20	\$ 6,000.00	\$ 25,200.00
2.18	9010-1.08-A	Conventional seeding (Pollinator Grass and Forbs) (Eagle Park)	ACRE	0.11	\$ 6,000.00	\$ 660.00
2.19	9010-1.08-A	Conventional seeding: H Native Grass and Forbs (Sedge Meadow) (Eagle Park)	ACRE	6.40	\$ 6,000.00	\$ 38,400.00
2.20	9010-1.08-B	Hydraulic seeding, Fertilizing and mulching, Type 1 (Permanent Lawn Mixture)	ACRE	5.0	\$ 5,000.00	\$ 25,000.00
2.21	9010-1.08-B	Hydraulic seeding and mulching, type 4 seed mixture (Urban Temp Erosion Control); BFM Hydromulch	ACRE	9.0	\$ 3,500.00	\$ 31,500.00
2.22	9010-1.08-E	Three Year Vegetation Maintenance and Warranty Bond	LS	1	\$ 75,000.00	\$ 75,000.00
2.23	9030-1.08-B	Coniferous Tree (Including warranty)	EA	13	\$ 500.00	\$ 6,500.00
2.24	9030-1.08-B	Deciduous Tree (Including warranty)	EA	66	\$ 500.00	\$ 33,000.00
2.25	9030-1.08-B	Shrub (Including warranty)	EA	143	\$ 70.00	\$ 10,010.00
2.26	9040-1.08-A2	SWPPP Management	LS	1	\$ 5,000.00	\$ 5,000.00
2.27	9040-1.08-D1	Filter Sock, 9", Install	LF	350	\$ 3.00	\$ 1,050.00
2.28	9040-1.08-D2	Filter Sock, 9", Removal	LF	350	\$ 1.00	\$ 350.00
2.29	9040-1.08-N1	Silt Fence (at Topsoil Stockpile, no Removal)	LF	350	\$ 3.50	\$ 1,225.00
2.30	9040-1.08-G1	Rock Check Dam - Permanent, Erosion Stone	TON	110	\$ 55.00	\$ 6,050.00
2.31	9040-1.08-J	Aggregate 3/8" Clean Limestone (Check Dam Choke Stone)	TON	35	\$ 50.00	\$ 1,750.00
2.32	9040-1.08-O2	Stabilized Construction Entrance	EA	1	\$ 2,750.00	\$ 2,750.00
2.33	11010-1.08-A	Construction Survey	LS	1	\$ 5,000.00	\$ 5,000.00
2.34	11020-1.08-A	Mobilization	LS	1	\$ 48,000.00	\$ 48,000.00
2.35	11050-1.08-A	Concrete Washout	EA	1	\$ 1,500.00	\$ 1,500.00
2.36	Special	Aggregate Trail, 10' wide	SY	3,496	\$ 20.00	\$ 69,920.00
2.37	Special	Limestone Outcrop Slabs (12 Stones for Stream Access)	TON	13	\$ 350.00	\$ 4,550.00
2.38	Special	Herbicide Treatment	ACRE	12	\$ 1,250.00	\$ 15,000.00
2.39	Special	Bollards	EA	14	\$ 125.00	\$ 1,750.00
2.40	Special	Dog Waste Station	EA	1	\$ 1,500.00	\$ 1,500.00
2.41	Special	Solar Charging Bench with Canopy	EA	3	\$ 7,400.00	\$ 22,200.00
2.42	Special	Limestone Outcrop Blocks (Near Stream Access)	TON	11	\$ 350.00	\$ 3,850.00
2.43	Special	Bike Rack	EA	1	\$ 450.00	\$ 450.00
Base Bid Total					\$	556,079.00
Bid Alternate #1 - Shared Use Trail						
Item #	Sudas #	Item	Unit	Qty	Unit Cost	Total Cost
2.44	2010-1.08-J	Modified Subbase - 6"	SY	855	\$ 10.00	\$ 8,550.00
2.45	7030-1.08-C	Shared Use Path, PCC 5"	SY	611	\$ 50.00	\$ 30,550.00
2.46	Special	Deduct Aggregate Trail, 10' wide	SY	611	\$ (20.00)	\$ (12,220.00)
Bid Alternate Total					\$	26,880.00
Base Bid and Bid Alternate Total					\$	582,959.00



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

Item No. 8.a.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving plans, specifications, and form of contract for the Eagle Park Restoration and Ditch #2 Bid Pack 2 Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On February 22nd, 2022, City Council approved a professional services agreement with EOR of Iowa to design a native prairie restoration and creek access project for the Eagle Park area that is on the western side of Bondurant that runs from 2nd St. NW Northerly to the South end of Sankey Summit Development. This project has several goals, which are to enhance the aesthetic appearance of the area, provide a recreational amenity for the community, re-establish native prairie that was once in the area, and also to provide a regional water amenity. The project is ready to bid, and the City Staff submits for council consideration the resolution to approve the plans, specifications and form of contract for the project.

The funding source for this project is from several outside grants that have been received. Those include REAP, Prairie Meadows, Meta, and Mid-American Energy. The cost estimate for the entire project is approximately \$461,791.00

Ditch #2 Native plantings Bid Package is very similar in scope to Eagle Park. That is why staff has decided to combine both projects to capture an economy of scale with all the native grasses and tree plantings. The cost estimate for the Ditch #2 bid items is \$121,770.00

FUNDING SOURCE: Grant Funding, General Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-172

CITY OF BONDURANT
RESOLUTION NO. 220815-172

RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND FORM OF CONTRACT
FOR THE DITCH #2 AND EAGLE PARK RESTORATION PROJECT

WHEREAS, the City Council approves the plans and specifications, and form of contract for the Ditch #2 and Eagle Park Restoration Project; AND

WHEREAS, bids are due and will be opened August 23rd, 2022, at 2:00 pm; AND

WHEREAS, a public hearing to award the contract is scheduled for September 6th, 2022, at 6:00 p.m. in the Bondurant City Center at 200 Second Street NE, Bondurant, Iowa 50035.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the plans, specifications, and form of contract for the Ditch #2 and Eagle Park Restoration Project is hereby approved as presented.

Passed this 15th day of August 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				



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

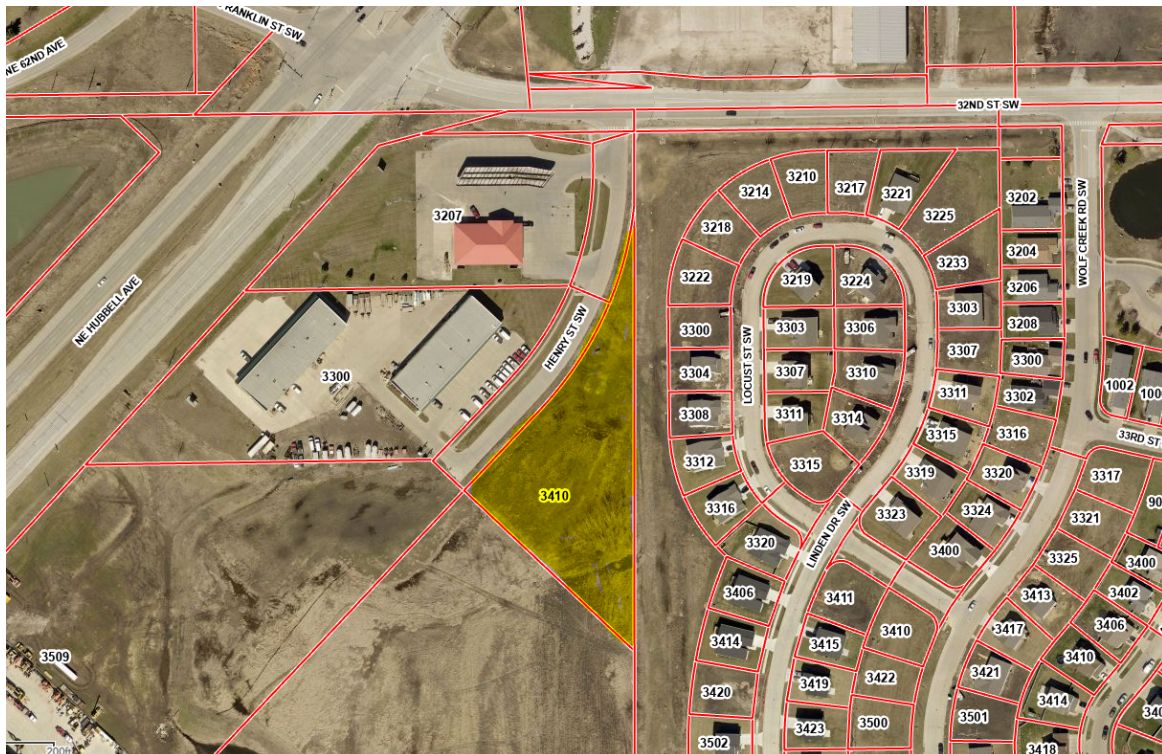
Item No. 8.b.
For Meeting of 8/15/2022
Resolution

TITLE: - Resolution approving the Site Plan at 3410 Henry Street, SW

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review for the existing 1.649-acre parcel of land located along Henry Street SW just west of the Wolf Creek neighborhood shown in the area highlighted in yellow below. The site plan applicant is 98 Investments, LLC. The site plan was prepared by Snyder & Associates. The proposed building will be a 1-story building comprised of 10,700 SF. This property is zoned as being within the City's General Commercial (C-2) District. While no final use(s) have been established at the time of writing this report, Page C101 includes a note that uses proposed must adhere to the C-2 District.



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:

A C-2 development at this location is consistent with the (draft) 2022 Comprehensive Plan which guides for Regional Commercial at this location.

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

- Page C101 notes C-2 zoning and that use(s) proposed must meet section 178.08 of the Zoning Code.
- No outdoor storage area is proposed on the site plan.
- The site plan applicant has confirmed in writing the following requirement will be met: the C-2 District notes that the intent is to discourage large scale wholesale operations and that goods and products sold at wholesale shall be subordinate to and clearly accessory to retail use of the premise.
- The site plan labels the required setbacks at this location - a 50' front yard setback along Henry Street SW and a 26' rear yard setback along the east property line. No minimum south side yard setback applies since the property adjacent to the south is not zoned residential. While the C-2 District allows for a minimum 30' front yard setback and a minimum 25' rear yard setback, Section 177.06 of the Zoning Code requires that whenever the subdivision plat shows a setback greater than what the zoning district requires, the setback shown on the plat shall apply.
- The building will be 24'-tall, which stays under the maximum C-2 building height requirements of 80'.

Parking/Drive Areas

- Access to the site is from a driveway on the east side of Henry Street SW at the southwest corner of the site.
- The driveway adjoins the south end of Henry Street SW and a radius is only provided on the northerly side of the driveway. Unless Henry Street SW is extended southerly, there is no need for a southerly radius. If Henry Street SW were extended southerly, it would appear the southerly radius of the driveway approach should be provided.
- 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.
- Section 177.09.19.A of the Zoning Code will be applied when determining minimum parking stall count requirements at this location. This section reads: Low volume traffic with no outdoor storage or display of goods outside fully enclosed building: one (1) space per 400 square feet of gross floor area. $10,700 \text{ SF}/400 = \text{at least } 27 \text{ parking stalls}$ shall be provided on site. The site plan notes that 34 parking spaces are proposed.
- Section 177.08 regulates minimum loading space count requirements. One loading space is required at this location. One loading space is proposed on the easterly side of the building at the south end of the parking area.
- 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 City Engineer noted the drainage calculations indicate the parcel is tributary to the existing regional stormwater detention basin located on Outlot Z. The City Engineer noted that based on review of the drainage calculations and the original detention basin calculations for Clement Estates, it appears the development of 3410 Henry Street SW is consistent with the design assumptions used in the original detention basin calculations and not additional detention should be required. The attached P&Z recommendation resolution takes into account a condition that the developer must establish an off-site easement for grading and drainage flume work.
- Sheet C200 contains the required utility plan. Sanitary sewer service is shown by a service extending easterly to the City's sanitary sewer. A portion of the service is located off of the property. The service is located in Outlot X of Wolf Creek Plat 11 owned by the City of Bondurant. A 2" water service is shown to connect to the existing water main along the westerly side of Henry Street SW.
- This property is located within the Wolf Creek Sanitary Sewer 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 C400 contains the required landscaping plan. Notes on this:
 - The site plan notes this site has 517' of street frontage. $517'/50 = \text{at least } 11 \text{ general trees}$ must be planted within the required front yard area. The site plan shows 11 trees proposed within the required front yard area.

- 34 parking spaces/18 = at least 2 interior trees are required. The site plan shows 3 interior trees proposed.
- At least 5% interior greenspace must be provided for any parking area visible from the public right-of-way. The site plan notes that 5.22% interior greenspace is proposed. The interior trees are deciduous shade, which meets tree type requirements of Section 182.05.D.1.
- The site plan shows that the required general trees will be located at least 4' away from the front property line as required by Section 182.05.E of the Zoning Code.
- 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 44.6% of this site will be open space. This exceeds the minimum 15% requirement of the C-2 District as regulated by Section 178.08.4.H.
- The Planned Unit Development (R-5) District is immediately adjacent to the east of this site, meaning that a buffer yard must be provided as regulated by Section 177.10.1. of the Zoning Code. The Code requires that the buffer yard be at least 35'-wide and consist of at least 4 overstory trees, 6 understory trees, 6 evergreen trees, and 15 shrubs required per each 100 linear feet. This section also requires that either a 4' high berm or opaque wood fence also be installed. Sheet C400 shows these requirements as being met.

Architectural Elevations

- 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-residenital doors, etc) from the public right-of-way and adjoining properties. *Appears this is met, as site plan notes the non-residenital overhead door facing Henry Street SW will match the siding color.*
 - Section 179.01.2.I.1.b - requires that roof mounted mechanical units shall be screened from view of public right-of-way. *Site plan applicant has confirmed in writing this will be met.*
 - The proposed building will be situated more than 500' away from the Highway 65 right-of-way, meaning the Overlay District standards do not apply and this building is subject to just the C District building design/material requirements - these are summarized below.

- The following materials are prohibited on all elevations unless used as limited trim: wood, Masonite, asphaltic wall material, non-architectural sheet metal, non-textured concrete block, or other similar material.
- The submitted elevations show tall building elevations are consistent in design and materials.
- The submitted elevations show the following is met: elevations facing the public right-of-way and those elevations visible from the public right-of-way are subject to the following building material requirements: i.) up to 30% of each elevation fronting or visible from the public right-of-way shall be comprised of the following materials: fascia glass, brick, architecturally-designed concrete tilt-up panels, textured concrete block or stone. ii.) Up to 70% of each elevation fronting or visible from the public right-of-way may be comprised of the following building materials: split-faced block, concrete panels, stucco, or architectural aluminum panels.
- The submitted elevations show the following is met: elevations not adjacent to and not visible from the public right-of-way must incorporate the above 30% or 70% materials as at least trim.
- The site plan applicant has noted that the required facade modulation in all building elevations requirement is accomplished by color, pattern, and texture and an offset on one end of the building due to site constraints.
- The site plan applicant has noted that the Henry Street SW elevation is broken up into smaller, identifiable storefronts to accomplish the following Code requirement: building proposed in commercial areas that are adjacent to residential uses shall be designed with an articulated roofline, giving an emphasis to architectural elements that will help divide the mass of a large building into smaller, identifiable parts.

Other Site Plan Features

- A general note that all signage is reviewed and approved separately from site plan approved by staff for code compliancy. Sign contractor to obtain sign permit prior to sign installation.
- The site plan applicant has noted the following Code requirement will be met by installing full cutoff lighting - per Section 177.10.3 of the Zoning Code, any

lighting used to illuminate the parking area will need to be arranged to reflect lighting away from the adjacent Wolf Creek neighborhood.

- The trash enclosure area is proposed along the east side of the east parking area. The submitted elevations show the screening method proposed, which meets the following Code requirement of Section 178.08.5.E: the trash enclosure area shall be fully enclosed by a 6'-tall opaque wood fence or masonry wall and shall be of similar design character to the principal building on site.
- The site plan shows that 5'-wide public sidewalks will be installed along the street frontage. This proposed sidewalk will tie into an existing public sidewalk just north of the site.

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 - reviewed and noted no comments/concerns.
3. Fire Department - reviewed and noted no comments/concerns.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed this site plan request during their meeting on August 11, 2022 and voted on recommended approval subject to the Code clarification items included on the attached resolution.

Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220815-173
2. Site Plan
3. Elevations

CITY OF BONDURANT
RESOLUTION NO. 220815-173

RESOLUTION APPROVING THE SITE PLAN FOR 3410 HENRY STREET SW

WHEREAS, Snyder & Associates submitted a site plan for 3410 Henry Street SW described as follows; AND

LOT 3 CLEMENT ESTATES PLAT 2

WHEREAS, the zoning for the property is General Commercial (C-2) and the submitted site plan acknowledges the uses proposed must comply with Section 178.08 of the Zoning Code; AND

WHEREAS, the Planning & Zoning Commission reviewed the 3410 Henry Street SW site plan during their meeting on August 11, 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 3410 Henry Street SW site plan is hereby approved subject to the following City Code clarification items being addressed:

1. That should Henry Street SW ever be extended southerly, the owner at 3410 Henry Street SW shall be responsible for extending the southerly driveway taper at the time the street is extended.
2. That prior to beginning any off-site work stormwater drainage work, the developer shall provide written documentation the owner of Outlot Z of Clement Estates Plat 2 consents to the grading and drainage flumes located on Outlot Z.
3. That should it be requested by the City of Bondurant, that prior to beginning any off-site work associated with the sanitary sewer easement on Outlot X of Wolf Creek Plat 11, that the developer shall be responsible for establishing this easement document.

Passed this 15th day of August 2022

By: _____
Doug Elrod, Mayor

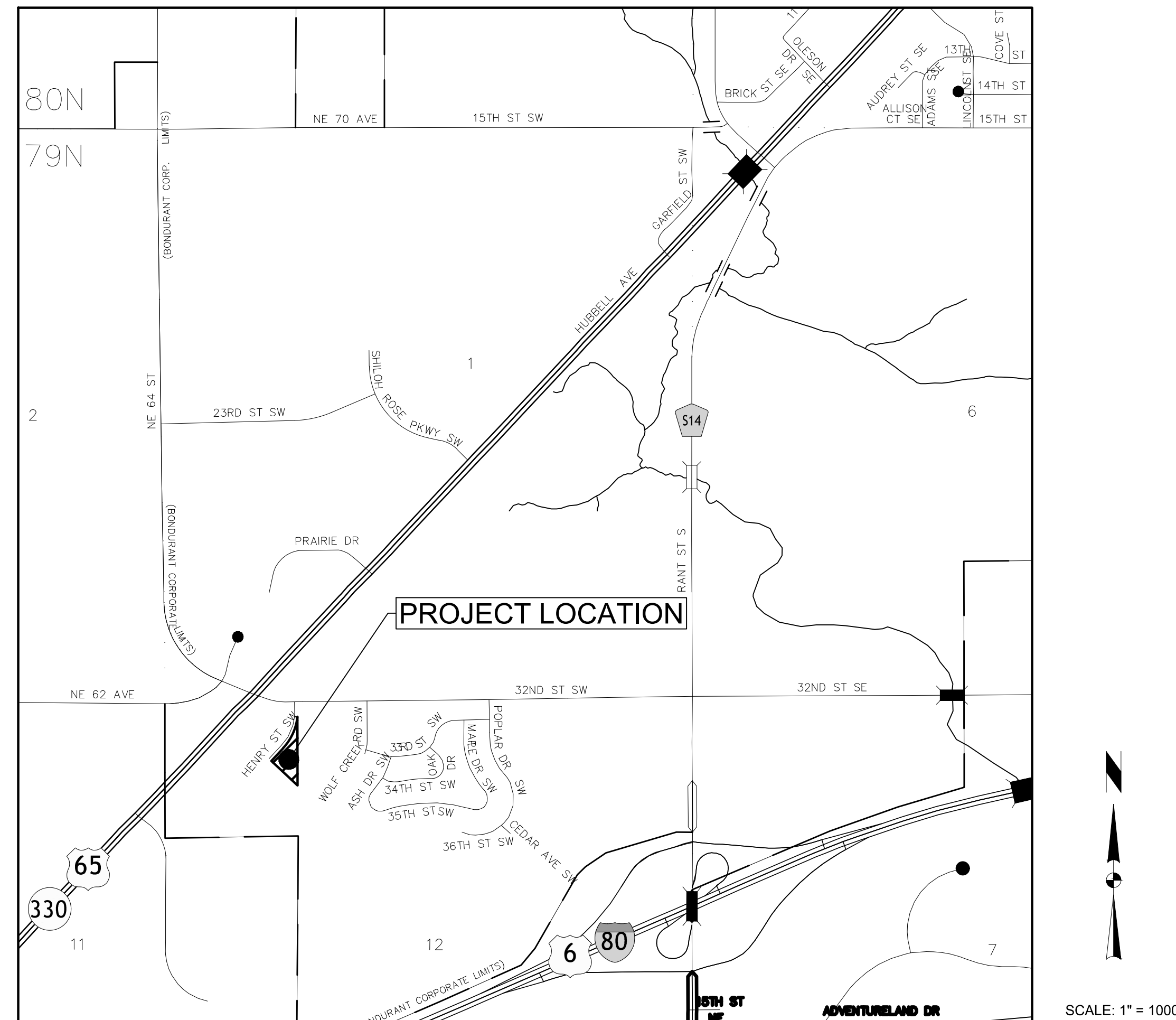
ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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				

SITE PLAN
FOR
CLEMENT ESTATES PLAT 2, LOT 3
3410 HENRY STREET SW
CITY OF BONDURANT, POLK COUNTY, IOWA



VICINITY MAP

OWNER

ALL STAR PROPERTY MANAGEMENT
98 BONDURANT LLC
6750 WESTOWN PKWY STE 200
WEST DES MOINES, IA 50266-7717

APPLICANT

98 INVESTMENT, LLC.
2614 NE BELLAGIO DRIVE
ANKENY, IA, 50021
MARCUS PITTS
(515) 556-4727

INDEX OF SHEETS

- | | |
|------|----------------------------------|
| C100 | TITLE SHEET |
| C101 | PROJECT INFORMATION |
| C200 | DIMENSION AND UTILITY PLAN |
| C300 | GRADING AND EROSION CONTROL PLAN |
| C400 | PLANTING PLAN |

[illegible]

CLEMENT ESTATES PLAT 2, LOT 3

TITLE SHEET

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No:	122.0795.01
Sheet	C100

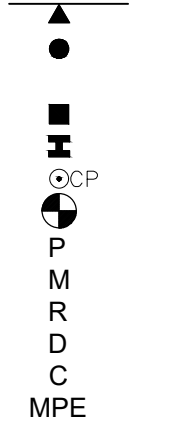
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LEGEND

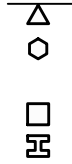
FEATURES

Section Corner
1/2" Rebar, Cap # 11579
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND



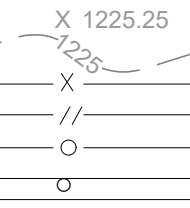
SET



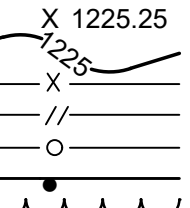
FEATURES

Spot Elevation
Contour Elevation
Fence (Barbed, Field, Hog)
Fence (Chain Link)
Fence (Wood)
Fence (Silt)
Tree Line
Tree Stump

EXISTING



PROPOSED



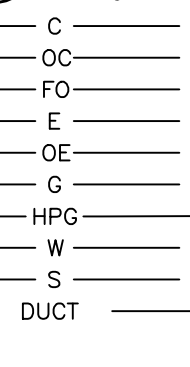
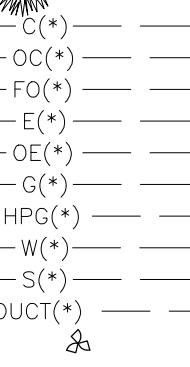
Deciduous Tree \ Shrub



Coniferous Tree \ Shrub



Communication
Overhead Communication
Fiber Optic
Underground Electric
Overhead Electric
Gas Main with Size
High Pressure Gas Main with Size
Water Main with Size
Sanitary Sewer with Size
Duct Bank
Test Hole Location for SUE w/ID

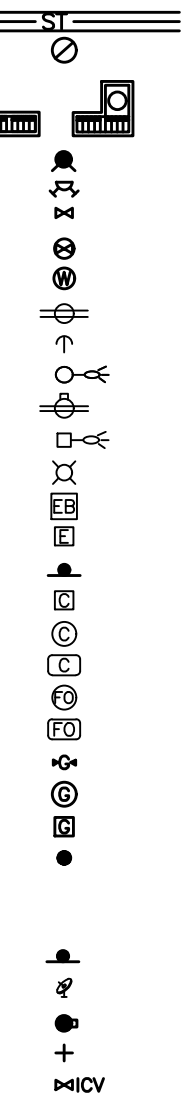
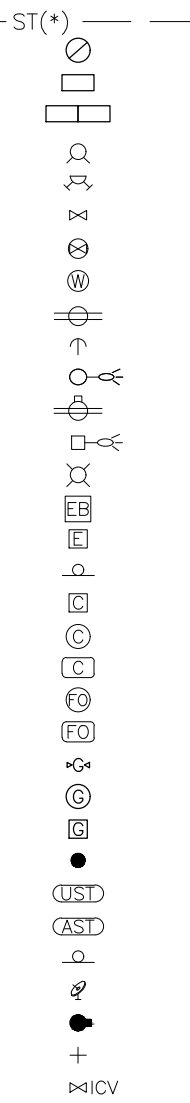


(*) Denotes the survey quality service level for utilities

Sanitary Manhole



Storm Sewer with Size
Storm Manhole
Single Storm Sewer Intake
Double Storm Sewer Intake
Fire Hydrant
Fire Hydrant on Building
Water Main Valve
Water Service Valve
Well
Utility Pole
Guy Anchor
Utility Pole with Light
Utility Pole with Transformer
Street Light
Yard Light
Electric Box
Electric Transformer
Traffic Sign
Communication Pedestal
Communication Manhole
Communication Handhole
Fiber Optic Manhole
Fiber Optic Handhole
Gas Valve
Gas Manhole
Gas Apparatus
Fence Post or Guard Post
Underground Storage Tank
Above Ground Storage Tank
Sign
Satellite Dish
Mailbox
Sprinkler Head
Irrigation Control Valve



UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.
QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.
QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.
QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.
QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

NOTES

- NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
- CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2022 SUDAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE SOILS REPORTS PREPARED BY OTHERS.
- LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
- ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
- NOTIFY OWNER, ENGINEER AND CITY OF BONDURANT AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
- CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
- IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.
- DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
- CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
- ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
- THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
- CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, CITY OF BONDURANT, AND THE OWNER PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.

NOTES

- BUILDING LINES AND CORNERS ARE FOR USE IN PREPARING CIVIL SITE PLAN DOCUMENTS. BUILDING CORNERS AND BUILDING LINES SHOULD BE SPECIFICALLY VERIFIED, AS NECESSARY, PRIOR TO DESIGN FOR CONSTRUCTION OF ANY PROPOSED EXPANSION OR CONNECTION OF BUILDING COMPONENTS.
- FOR CLARITY PURPOSES, SURVEY SPOT ELEVATIONS ARE NOT SHOWN ON THIS SURVEY, BUT ARE CONTAINED WITHIN THE DIGITAL CADD FILES.
- FOR THE PURPOSE OF THIS SURVEY, STORM SEWER, SANITARY SEWER AND WATER MAIN LINES ARE ASSUMED TO FOLLOW A STRAIGHT LINE FROM STRUCTURE TO STRUCTURE.
- UTILITY SERVICE LINES TO BUILDINGS ARE APPROXIMATE ONLY. AN INTERNAL BUILDING INVESTIGATION, EXCAVATION AND/OR SUBSURFACE LOCATING/DESIGNATING WOULD NEED TO BE PERFORMED TO DETERMINE THE LOCATION OF SERVICES ENTERING THE BUILDING.
- UNDERGROUND PIPE MATERIALS AND SIZES ARE BASED UPON VISIBLE EVIDENCE VIEWED FROM ACCESS MANHOLES/STRUCTURES. DUE TO THE CONFIGURATION AND/OR CONSTRUCTION OF THE STRUCTURE, IT MAY BE DIFFICULT TO ACCURATELY DETERMINE THE PIPE MATERIAL AND/OR SIZE. THE SURVEYOR WILL USE THEIR JUDGMENT AND EXPERIENCE TO ATTEMPT TO DETERMINE, BUT COMPLETE ACCURACY CANNOT BE GUARANTEED.
- BOUNDARY LINES SHOWN ON THE EXISTING SITE SURVEY ARE TO FACILITATE DESIGN OR CONCEPT NEEDS AND ENABLE CREATION OF SAID CONSTRUCTION DOCUMENTS. THESE LINES DO NOT CONSTITUTE A CERTIFIED BOUNDARY SURVEY AND MISSING MONUMENTS WILL NOT BE SET.

ZONING

C-2 GENERAL COMMERCIAL DISTRICT

USES MUST COMPLY WITH PRINCIPAL PERMITTED USES PER SECTION 178.08 OF ZONING CODE.

BULK REGULATIONS

FRONT YARD SETBACK = 50'
SIDE YARD SETBACK = NONE
REAR YARD SETBACK = 25'
MAXIMUM BUILDING HEIGHT = 80'

PROPERTY DESCRIPTION

LOT 3 CLEMENT ESTATES PLAT 2

BUILDING DESCRIPTION

SINGLE STORY
10,700 SF
BUILDING HEIGHT 24'

PARKING REQUIREMENTS

REQUIRED:
LOW VOLUME RETAIL: 1 SPACE PER 400 SF
10,700 / 400 = 27 REQUIRED SPACES

PROVIDED:
34 SPACES (INCLUDING 2 ADA ACCESSIBLE STALLS)

OFF-STREET LOADING SPACES

MINIMUM REQUIREMENTS:
FOR BUILDING OVER 10,000 SFM 1 OFF-STREET LOADING SPACE PLUS 1 PER 20,000 SF OF GROSS FLOOR AREA IN EXCESS OF 10,000 SF
BUILDING = 10,700 SF (1 LOADING SPACE REQUIRED)

OPEN SPACE

15% MINIMUM OPEN SPACE REQUIRED
71,829 SF x 0.15 = 10,775 SF REQUIRED
OPEN SPACE PROVIDED = 32,003 SF (44.6%)

IMPERVIOUS SURFACE

39,826 SF

UTILITY CONTACT INFORMATION

G1-GAS MAIN UE1-UNDERGROUND ELECTRIC	MID AMERICAN-GAS ANDREA ALLISON (515)-281-2951 ANDREA.ALLISON@MIDAMERICAN.COM
FO1-FIBER OPTIC	CENTURYLINK SADIE HULL (918)-547-0147 SADIE.HULL@LUMEN.COM

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (AMES - DES MOINES)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP16	N=7518003.10 E=18564686.23 Z=963.14 CUT "X" TOP CURB, 10' +/- NE OF HYDRANT @ S. END APPROACH TO VISION ELECTRIC, S. END HENRY STREET.
CP100	N=7518169.05 E=18564881.26 Z=963.99 CUT "X" E. SIDE HENRY ST. E. OF NE COR BUILDING 3300, 1' +/- W. OF E. EDGE CONCRETE
CP101	N=7518479.73 E=18564965.89 Z=967.68 CUT "X" TOP CURB, E. SIDE HENRY ST. 20' +/- W. OF TELEPHONE PEDESTAL, 20' +/- S. OF STOP SIGN.
CP102	N=7517718.74 E=18564984.38 Z=961.87 1/2" REBAR W/ YPC 4640, 2' +/- W. OF THE TOP OF BERM, SE CORNER SITE.

BENCHMARKS

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

BM600	ELEV=963.97 BURY BOLT ON HYDRANT W. SIDE HENRY ST. @ END OF PAVEMENT.
BM500	ELEV=966.07 BURY BOLT ON HYDRANT, W. SIDE HENRY ST. @ SE CORNER GIT-N-GO, WATEROUS HYDRANT.

DATE OF SURVEY

JUNE 29, 2022

POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

- CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
- DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

- THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
- A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN

- THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
- THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMPs AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMPs FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
- THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMPs UNLESS INFEASIBLE OR NOT APPLICABLE:
 - UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
 - INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
 - PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
 - MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
 - INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
 - PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
 - INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
 - RESPREAD A MINIMUM OF 8 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
 - STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
 - COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
 - REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

CLEMENT ESTATES PLAT 2, LOT 3

PROJECT INFORMATION

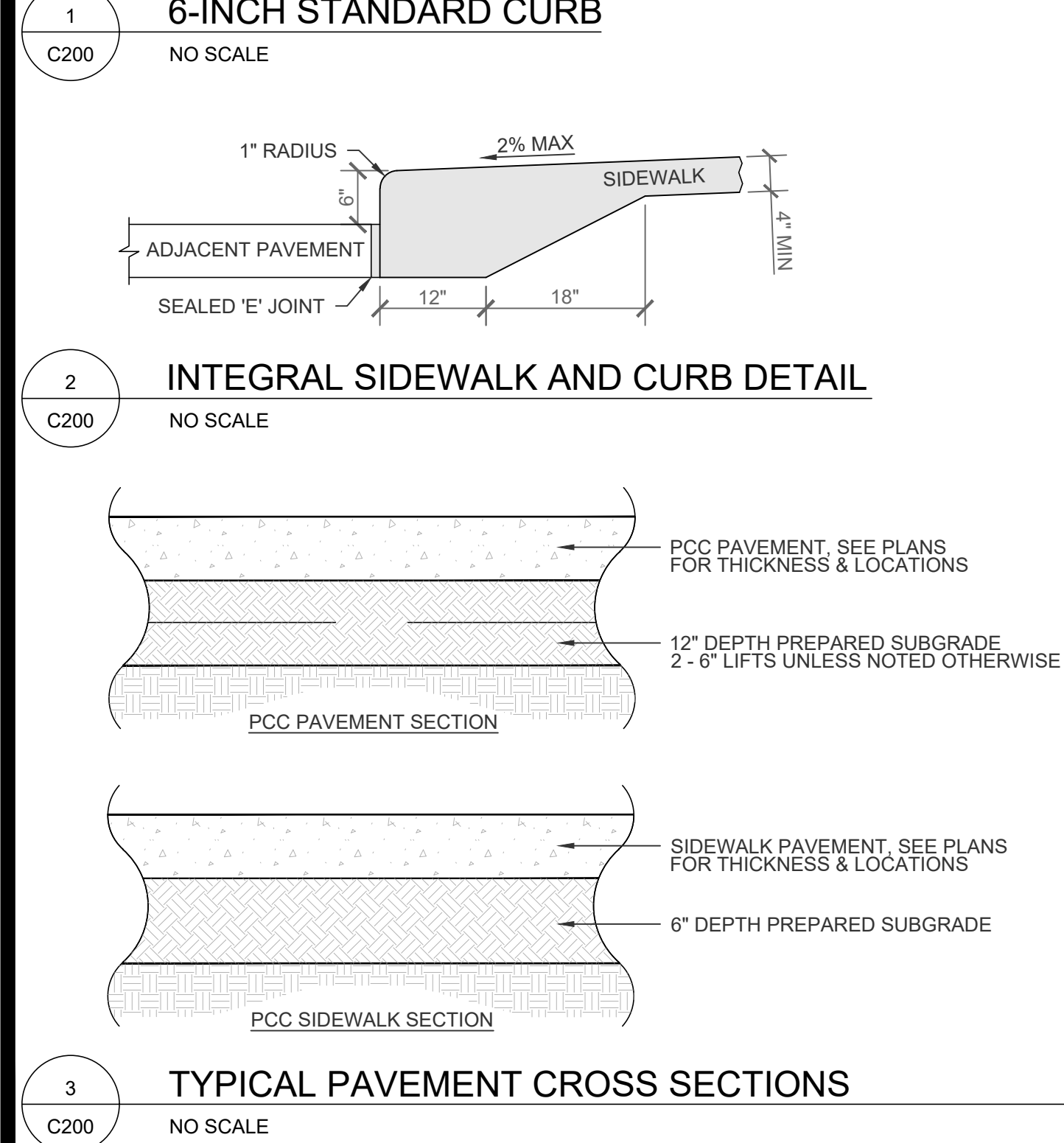
BONDURANT, IOWA

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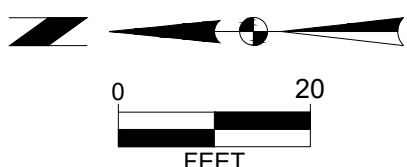


Project No: 122.0795.01

Sheet C101



CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	20°41'25"	533.00'	192.47'	97.30'	N32°50'40"E 191.43'
C2	16°28'52"	533.00'	153.32'	77.19'	N14°1'008"E 152.79'



- # IMENSION AND UTILITY PLAN NOTES
- EXISTING FEATURES, PROTECT THE FOLLOWING:
 - PAVEMENTS TO REMAIN.
 - PROTECT EXISTING UTILITIES.
 - DEMOLITION, REMOVE THE FOLLOWING:
 - SAWCUT EXISTING PAVING TO CLEAN VERTICAL EDGE FOR TYPE A DRIVE CONNECTION.
 - REMOVE TREES AS NECESSARY.
 - PAVEMENTS, PROVIDE THE FOLLOWING:
 - 7" DEPTH PAVEMENT WITH 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR.
 - DRIVES AND PARKING, 6" PCC WITH 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR.
 - TAPER CURB, 6" DISTANCE.
 - PEDESTRIAN RAMP WITH A MAXIMUM SLOPE OF 8.33%.
 - TYPE A DRIVEWAY CONNECTION.
 - INTEGRAL SIDEWALK AND CURB, 4" DEPTH PCC ON 6" PREPARED SUBGRADE.
 - 6" STANDARD CURB.
 - NO CURB.
 - 4" DEPTH PCC SIDEWALK.
 - 6" HIGH 4" WIDE PCC CURB ADJACENT TO BUILDING.
 - PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
 - 4" WIDE PAINTED PARKING STALL LINES.
 - PAINTED STATE OF IOWA APPROVED ACCESSIBLE PARKING SYMBOL.
 - ACCESSIBLE AISLE. 45" STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.
 - 10' X 25' LOADING SPACE.
 - SIGNS, PROVIDE THE FOLLOWING:
 - PROVIDE ACCESSIBLE PARKING SIGNAGE AS PER ADAAG REQUIREMENTS.
 - WATER SERVICES, PROVIDE THE FOLLOWING:
 - CONNECT TO EXISTING WATER MAIN WITH A STANDARD 2" CORPORATION CONNECTION. VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION. COORDINATE CONNECTION AND CURB STOP LOCATION WITH THE WATER DEPARTMENT.
 - DIRECTIONAL DRILL WATER SERVICE UNDER HENRY STREET.
 - 2" WATER SERVICE. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
 - 45°BEND.
 - CONNECT TO PROPOSED BUILDING SERVICE. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
 - SANITARY SEWER SERVICES, PROVIDE THE FOLLOWING:
 - CONNECT TO EXISTING 10" SANITARY SEWER MAIN. VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
 - 6" SANITARY SEWER SERVICE LINE AT 1.0% MINIMUM SLOPE ($\frac{1}{8}$ " PER FOOT). PROVIDE 1:1 RISER AS NECESSARY.
 - SANITARY CLEANOUT. PROVIDE SERVICE AT ELEVATION TO SERVICE ENTIRE BUILDING.
 - CONNECT TO PROPOSED BUILDING SERVICE. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
 - SITE LIGHTING, PROVIDE THE FOLLOWING:
 - CONTRACTOR TO COORDINATE WITH THE UTILITY OWNER AND PROPERTY OWNER ALL ASPECTS OF ELECTRICAL SERVICE PRIOR TO CONSTRUCTION.
 - SITE LIGHTING SHOWN IS FOR ILLUSTRATION PURPOSES ONLY. CONTRACTOR TO COORDINATE WITH THE OWNER ALL ASPECTS SITE LIGHTING PRIOR TO CONSTRUCTION.
 - CRITICAL CROSSING. CONTRACTOR TO MAINTAIN MINIMUM 18" SEPARATION.
 - SITE AMENITIES, PROVIDE THE FOLLOWING:
 - AT-GRADE OVERHEAD DOOR ENTRANCE DOOR.
 - TRANSFORMER PAD. COORDINATE SIZE AND LOCATION WITH UTILITY PROVIDER PRIOR TO CONSTRUCTION.
 - TRASH ENCLOSURE. COORDINATE MATERIAL WITH ARCHITECTURAL DRAWINGS.
 - STEEL BOLLARD PAINTED AS PER OWNER RECOMMENDATION. COORDINATE FINAL LOCATIONS WITH ARCHITECTURAL PLANS AND OWNER.
 - 6" HIGH OPAQUE WOOD FENCE.

[illegible]

CLEMENT ESTATES PLAT 2, LOT 3

DIMENSION AND UTILITY PLAN

BONDURANT, IOWA



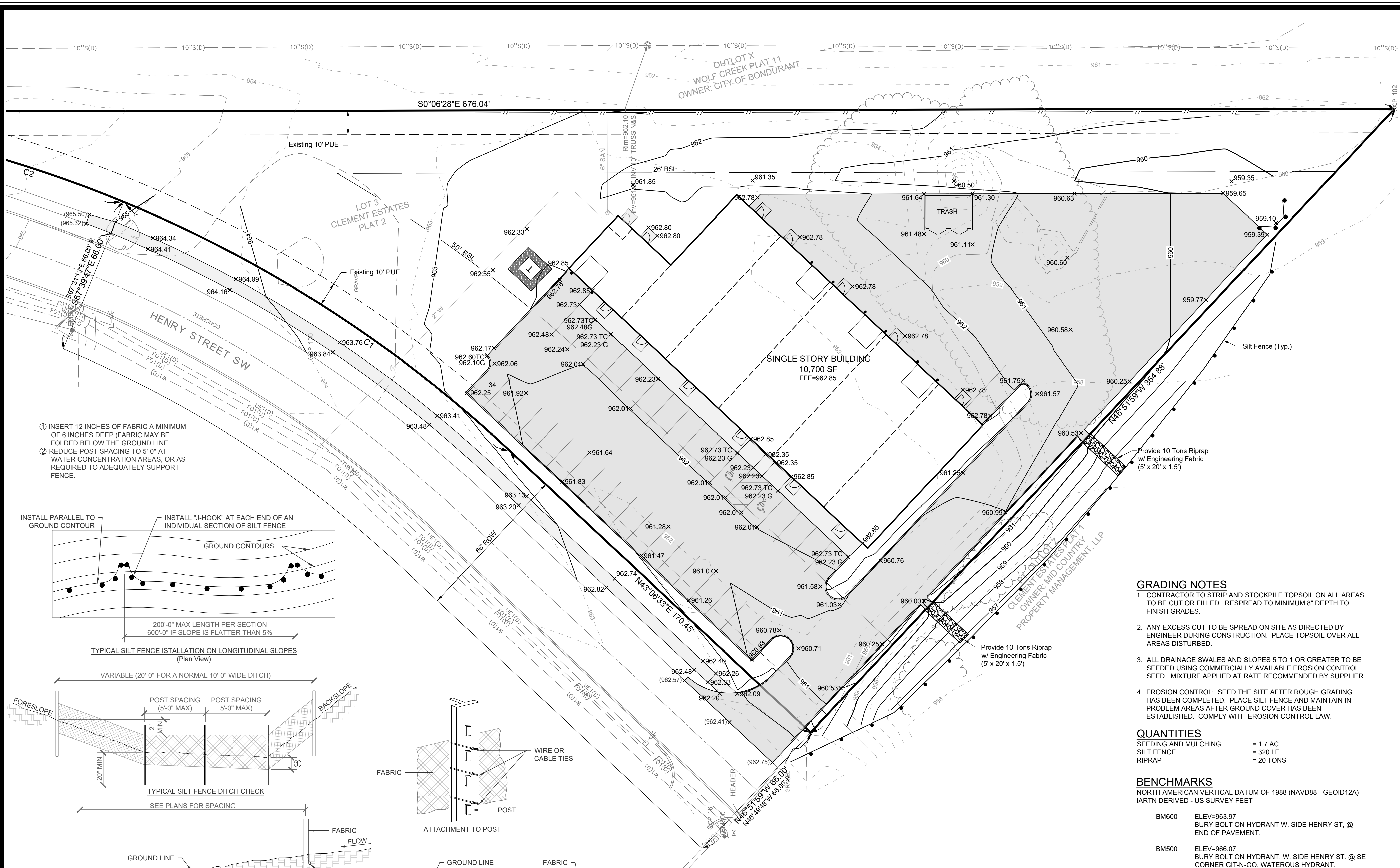
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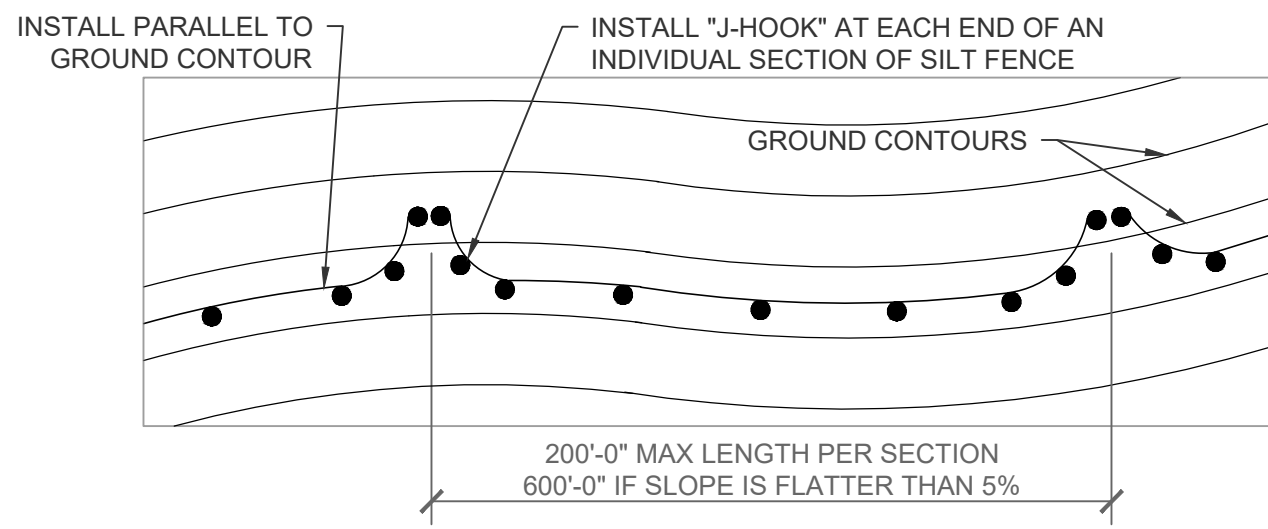
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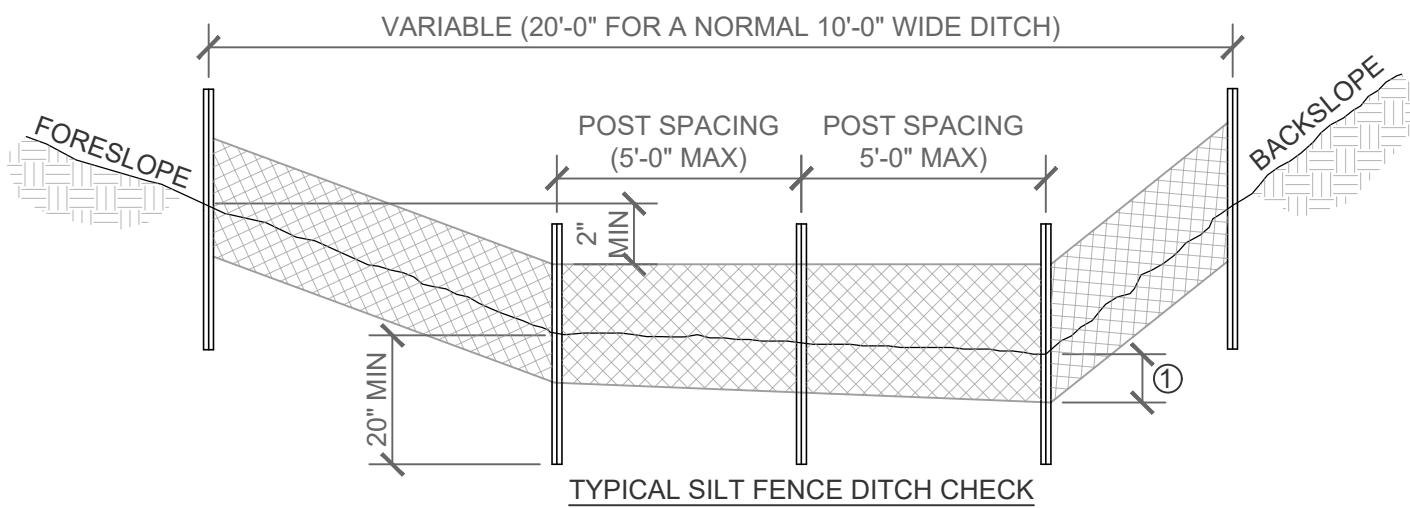
V:\projects\2022\122.0795\CLCADD\SP300_1220795_GRD.Gmg ALLAN SMITH GRADING AND EROSION CONTROL PLAN 20220605 11:14 AM. ANS FULL BLEED D (34.00 X 22.00 INCHES)



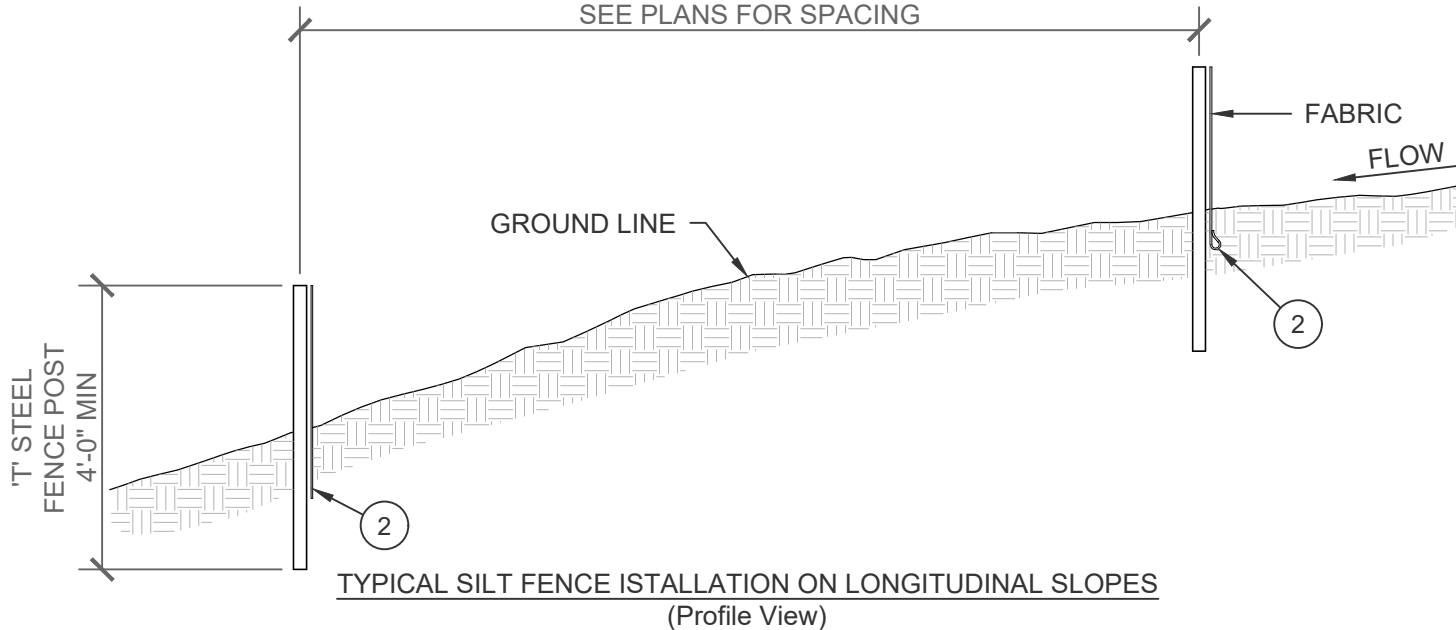
1. INSERT 12 INCHES OF FABRIC A MINIMUM OF 6 INCHES DEEP (FABRIC MAY BE FOLDED BELOW THE GROUND LINE.
2. REDUCE POST SPACING TO 5'-0" AT WATER CONCENTRATION AREAS, OR AS REQUIRED TO ADEQUATELY SUPPORT FENCE.



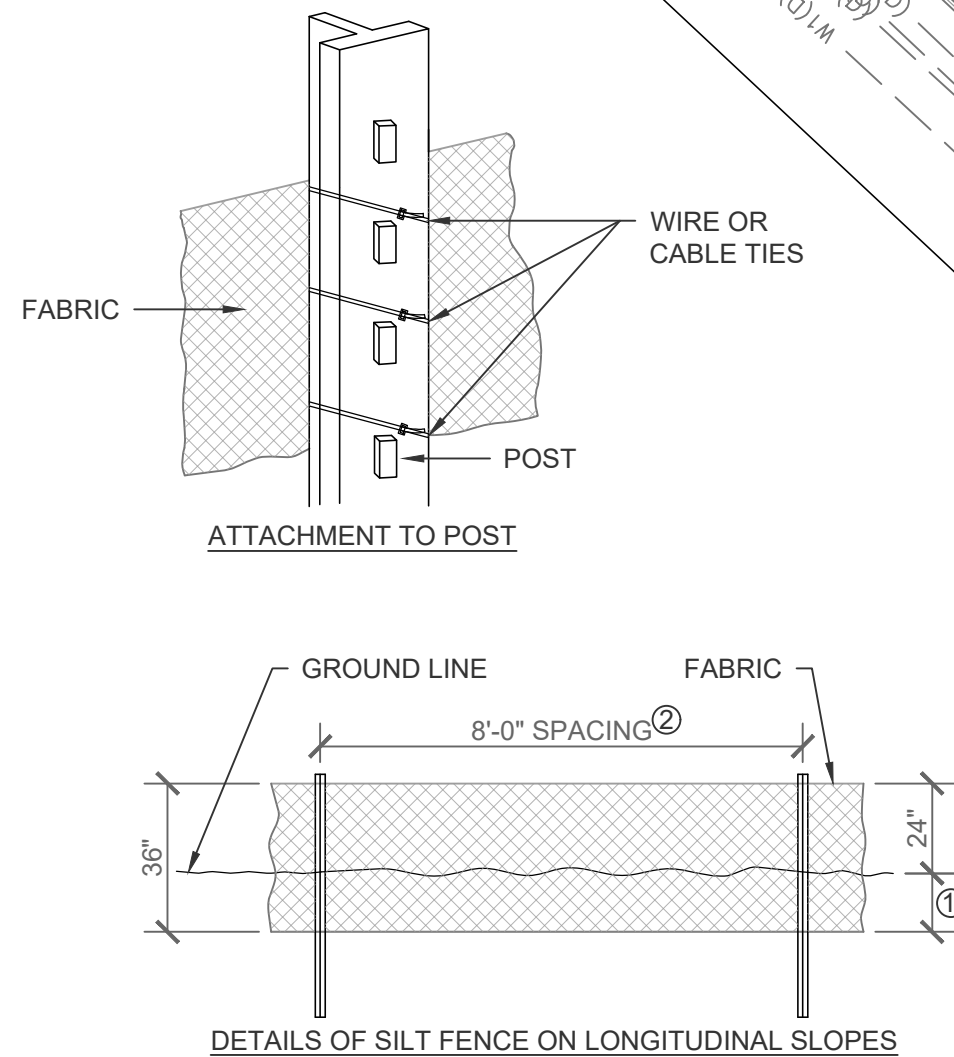
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (Plan View)



SEE PLANS FOR SPACING



TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (Profile View)



DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES

GRADING NOTES

1. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
2. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
3. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
4. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.

QUANTITIES

SEEDING AND MULCHING	= 1.7 AC
SILT FENCE	= 320 LF
RIPRAP	= 20 TONS

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A) IARTN DERIVED - US SURVEY FEET	
BM600	ELEV=963.97 BURY BOLT ON HYDRANT W. SIDE HENRY ST. @ END OF PAVEMENT.
BM500	ELEV=966.07 BURY BOLT ON HYDRANT, W. SIDE HENRY ST. @ SE CORNER GIT-N-GO, WATEROUS HYDRANT.

1
C300
SILT FENCE DETAIL
NO SCALE

REVISION	DATE	BY
1	8-5-22	AW/S
MARK	REVISION	DATE
Engineer: KMM	Checked By: BKC	Scale: 1" = 20'
Technician: AWS	Date: 7-29-2022	T-R-S: 79N-23W-12
Project No: 122.0795.01		
Sheet C300		

CLEMENT ESTATES PLAT 2, LOT 3

GRADING AND EROSION CONTROL PLAN

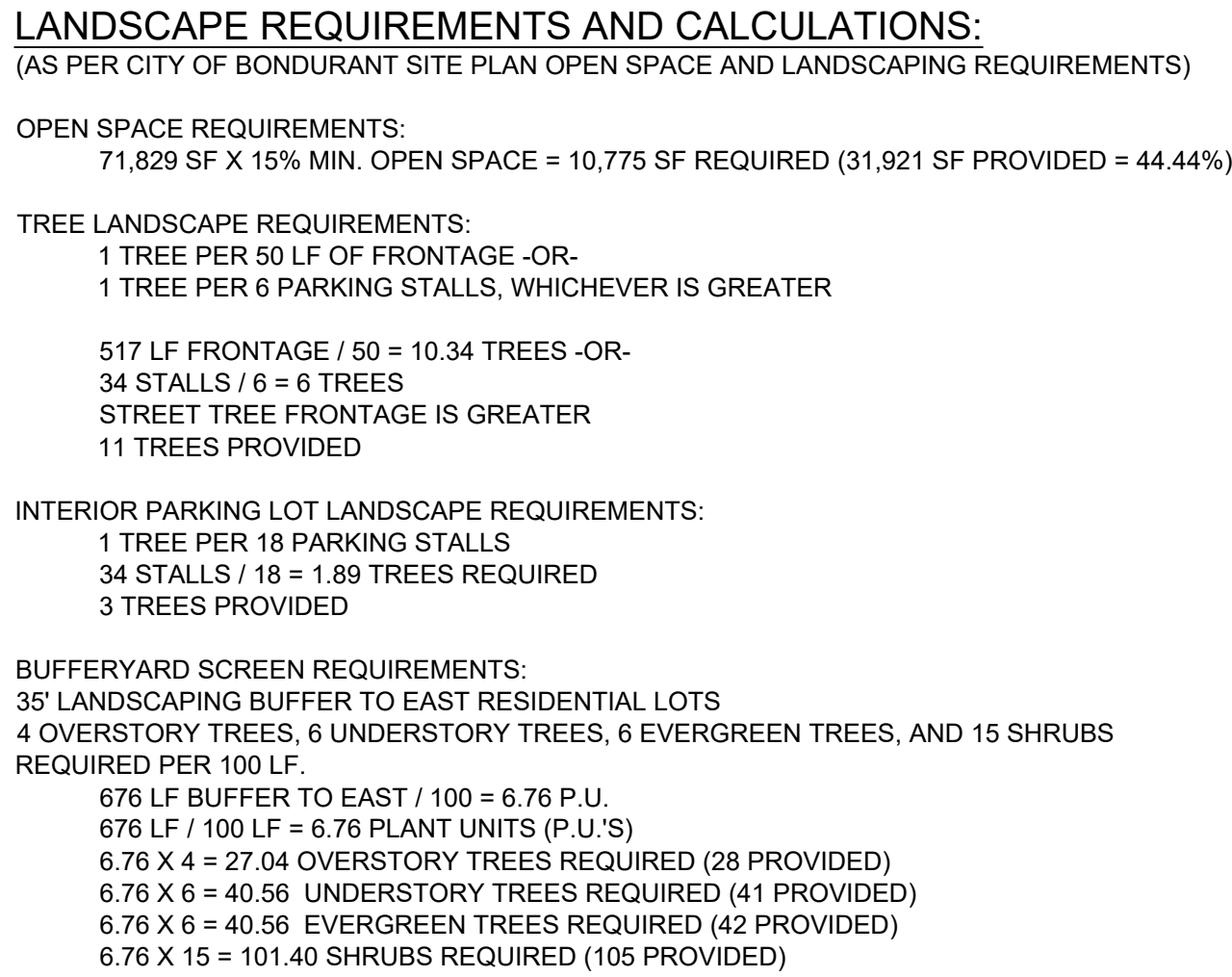
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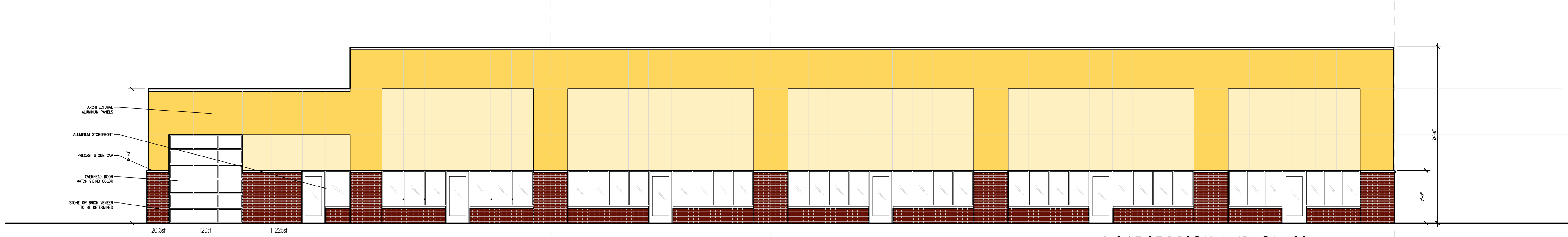
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- A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).
- D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- E. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD MULCH ON ALL TREE PLANTINGS IN LAWN AREAS AND LAWN AREA PLANTING BEDS UNLESS OTHERWISE DIRECTED BY OWNER. ALL PLANTING BEDS TO RECEIVE 4 INCH DEPTH VERTICAL CUT EDGE, UNLESS OTHERWISE DIRECTED BY OWNER.
- F. SEED ALL AREAS DISTURBED BY CONSTRUCTION WITH TYPE 1 SUDAS PERMANENT LAWN SEED MIX, UNLESS NOTED OTHERWISE.
- G. AREA TO RECEIVE 2 INCH RIVER GRAVEL PLACED TO A DEPTH OF 4 INCHES WITH WEED BARRIER FABRIC UNDERLAYMENT UNLESS OTHERWISE DIRECTED BY OWNER. PROVIDE $\frac{1}{8}$ " x $5\frac{1}{2}$ " STEEL EDGING, BLACK, COMMERCIAL GRADE, AROUND PLANTING BEDS.

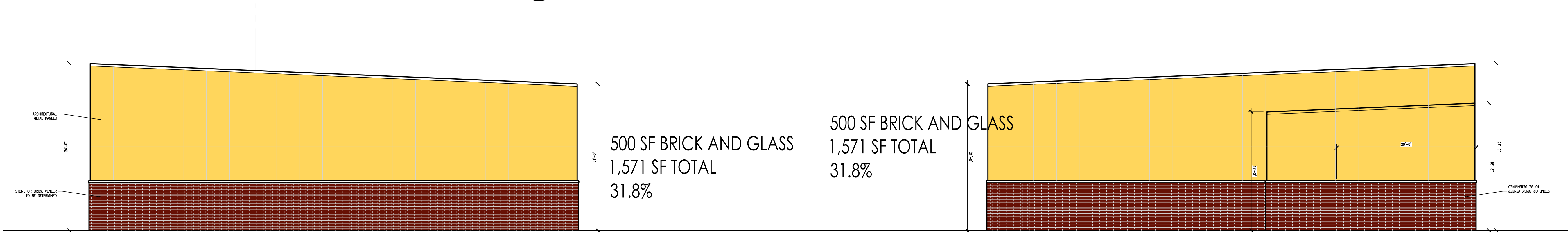


NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY PLANT MATERIAL PRIOR TO BIDDING. IN THE CASE OF A DISCREPANCY, THE PLAN QUANTITY SHALL GOVERN.



4 FRONT ELEVATION
A2.1 1/8" = 1'-0" @ 36X24

1,365 SF BRICK AND GLASS
3,889 SF TOTAL
35.1%

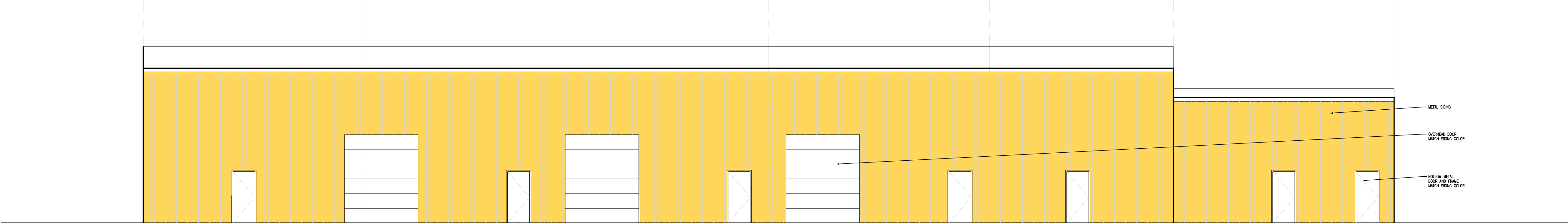


2 SIDE ELEVATION
A2.1 1/8" = 1'-0" @ 36X24

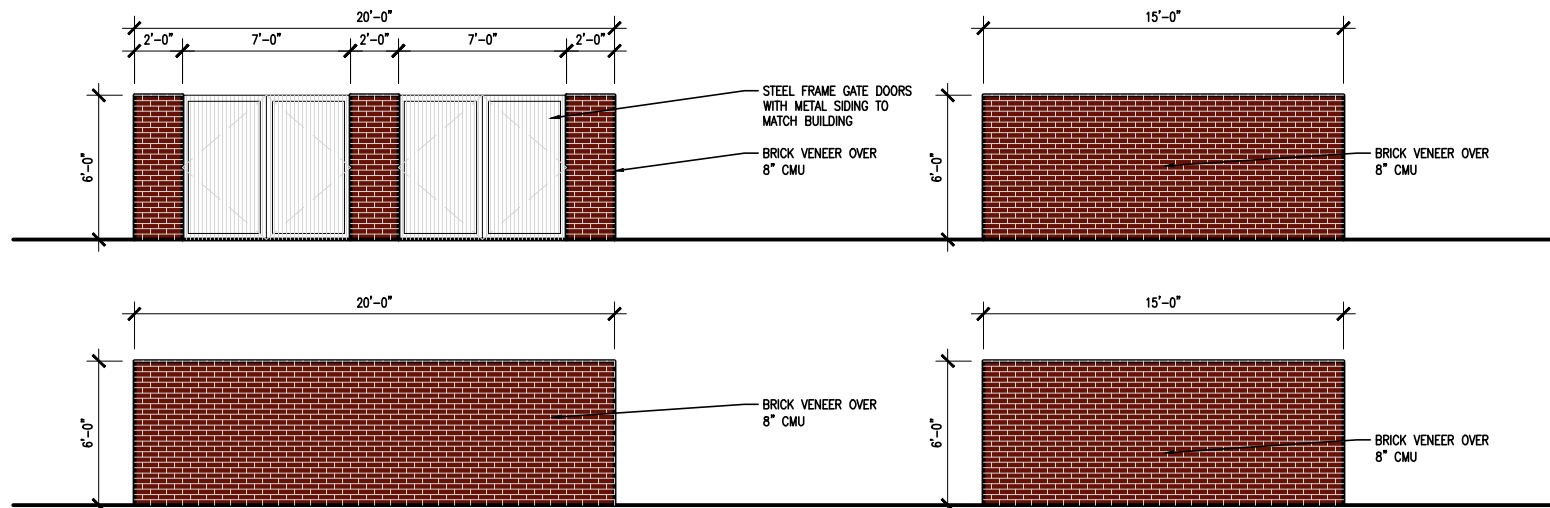
500 SF BRICK AND GLASS
1,571 SF TOTAL
31.8%

500 SF BRICK AND GLASS
1,571 SF TOTAL
31.8%

3 SIDE ELEVATION
A2.1 1/8" = 1'-0" @ 36X24



1 REAR ELEVATION
A2.1 1/8" = 1'-0" @ 36X24



5 TRASH ELEVATIONS
A2.1 1/8" = 1'-0" @ 36X24



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ISSUED / REVISION	DATE

Speculative Flex Building

Shell Documents
Clement Estates Plat 2 Lot 3

JOB NO. 2200455

TITLE

SHEET

A2.1