



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, June 16, 2025 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST
ZOOM: <https://us02web.zoom.us/j/7832856334>
Meeting ID: 783 285 6334

Notice to the Public: If you would like the supporting documents and information, please call City Hall by noon the day of the meeting. Copies of City Council Agendas are free to the public. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting.

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approval of the Agenda**
3. **Public Hearing on the Proposed Plans, Specifications, Form Of Contract, And Estimated Total Cost For The University Ave Maintenance Project**
 - A. Consideration of Resolution No. 2025-54 - A Resolution Awarding the University Avenue Maintenance Project to Quality Striping, Inc.
4. **Public Hearing on the Proposed Plans, Specifications, Form Of Contract, And Estimated Total Cost For The Wilshire Boulevard Storm Sewer Project**
 - A. Consideration of Resolution No. 2025-55 - A Resolution Awarding the Wilshire Boulevard Storm Sewer Project to JET Drain Service
5. **Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.
6. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
 - A. Approve Minutes of the Regular Council Meeting on June 2, 2025
 - B. Approve Financial Reports
 - C. Approve Liquor License - Thirsty Pig - 6900 School Street
 - D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 11
 - E. Approve 2023 Colby Park Improvements Pay Request 11 and Change Order 9
 - F. Approve Crisis Intervention 28E Conflict Waiver

The agenda was posted on the official bulletin boards, posted to www.windsorheights.org, and city social media platforms in compliance with the requirements of city ordinances and the open meetings law. Scan the QR Code to visit our online Agenda Center. Select the meeting date and view the agenda packet including supporting documents and staff reports.



- G. Approve 68th Street Improvements Pay Request 2 and Change Order 2
- H. Approve Juneteenth Proclamation
- 7. **Action Items:**
 - A. Discussion of 73rd Street Improvements – Phase 2 Preliminary Design Contract with Bolton & Menk
 - B. Consideration of Approval to Release Tree Removal Request For Proposals
 - C. Consideration of Action to Take on Super Quick Mart Tobacco Violation
 - D. Consideration of FY26 Tobacco Permits
- 8. **Reports:**
 - A. Mayor, Council Reports and Committee Updates, and Administration Reports
 - B. Fireworks Report
- 9. **Adjourn**

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**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Consideration of Resolution No. 2025-54 - A Resolution Awarding the University Avenue Maintenance Project to Quality Striping, Inc.

GENERAL INFORMATION

ATTACHMENTS

1. University Avenue Maintenance Letter of Recommendation
2. Resolution No. 2025-54 Awarding the University Ave Maintenance Project
3. UNIVERSITY SEAL COAT PROJECT Construction Plans
4. Cost Opinion
5. Project Schedule 4.29.25
6. 5.14.2025_113231_ PROJECT MANUAL



Real People. Real Solutions.

430 E. Grand Avenue
Suite 101
Des Moines, IA 50309

Phone: (515) 259-9190
Bolton-Menk.com

June 16, 2025

City of Windsor Heights
1145 66th Street Suite 1
Windsor Heights, Iowa 50324

RE: University Avenue Maintenance Project
Recommendation of Award
Project No.: A13.113231

Dear Adam Plagge:

Bids were received electronically and read aloud on Tuesday, June 10, 2025, at 10:00 AM for the University Avenue Maintenance project. The Engineer's Estimate for the total base bid was \$175,780.00. Two bids were received. The results of the base bids are tabulated below:

Bidder	Total Base Bid
Quality Striping, Inc.	\$163,289.00
Iowa Plains Signing, Inc.	\$188,010.00

The total base bid received from Quality Striping, Inc. was 7% below the engineer's estimate for the project, and was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the bid documents submitted and checked references on this bidder and was satisfied with the responses given.

Therefore, Bolton & Menk, Inc. recommends award of the University Avenue Maintenance project to Quality Striping, Inc. for the total base bid amount of \$163,289.00 (One hundred sixty-three thousand two hundred eighty-nine dollars and zero cents).

The bid tabulation is attached for your use.

Feel free to contact me should there be any questions related to this project.

Sincerely,


Bolton & Menk, Inc.
Justin Ernst
Municipal Assistant Practice Leader, Principal

Enclosures: File w/attachment

Windsor Heights, City of (IA)
 University Avenue Maintenance Project
 BMI Project No. A13.113231 (#9672542)
Owner: City of Windsor Heights
Solicitor: Bolton & Menk, Inc. - Des Moines
06/10/2025 10:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Quality Striping Inc.		Iowa Plains Signing, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID							\$175,780.00		\$163,289.00		\$188,010.00
	1	7060-999-A	ASHPALT REJUVENATOR	SY	12100	\$5.50	\$66,550.00	\$2.05	\$24,805.00	\$4.00	\$48,400.00
	2	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	STA	264	\$140.00	\$36,960.00	\$130.00	\$34,320.00	\$135.00	\$35,640.00
	3	8020-G	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	58	\$275.00	\$15,950.00	\$200.00	\$11,600.00	\$400.00	\$23,200.00
	4	8020-M	GROOVES CUT FOR PAVEMENT MARKINGS	STA	264	\$80.00	\$21,120.00	\$86.00	\$22,704.00	\$105.00	\$27,720.00
	5	8020-N	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	58	\$150.00	\$8,700.00	\$200.00	\$11,600.00	\$225.00	\$13,050.00
	6	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	\$37,500.00	\$37,500.00	\$25,000.00	\$25,000.00
	7	11020-A	MOBILIZATION	LS	1	\$19,000.00	\$19,000.00	\$20,760.00	\$20,760.00	\$15,000.00	\$15,000.00
Base Bid Total:							\$175,780.00		\$163,289.00		\$188,010.00

RESOLUTION NO. 2025-54

**A RESOLUTION AWARDED THE UNIVERSITY AVENUE MAINTENANCE
PROJECT TO QUALITY STRIPING, INC.**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the University Avenue Maintenance Project, hereafter referred to as “the project” is and;

WHEREAS, the City Council has held a public hearing on awarding the project on June 16, 2025.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Windsor Heights, Polk County, Iowa, that:

1. The City Council, hereafter referred to as “the Council”, believes the project is in the best interest of the City of Windsor Heights, Iowa, and the residents thereof.
2. The Council has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting.
3. The Council approves the plans and specifications prepared by Bolton and Menk, the City’s engineering firm.
4. The Council hereby accepts the bid from Quality Striping, Inc. in the amount of \$163,289.00 (One hundred sixty-three thousand two hundred eighty-nine
5. dollars and zero cents) and awards the associated contracts to the same.
6. The Council finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of the City of Windsor Heights and its citizens, all as provided for in and permitted by Chapter 364 of the Code of Iowa.
7. All other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the Council as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law.

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Windsor Heights, Polk County, Iowa, that, after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance. That the City Administrator of Windsor Heights, Polk County, Iowa or City Clerk of Windsor Heights, Polk County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the City Council of the City of Windsor Heights, Polk County, Iowa to execute the contracts in

connection with the afore awarded construction project.

Passed and approved this 16th Day of June, 2025.

ATTEST:

Mike Jones, Mayor

Adam Strait, City Clerk

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", VERSION OCTOBER 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL 1-800-292-8989 OR 811

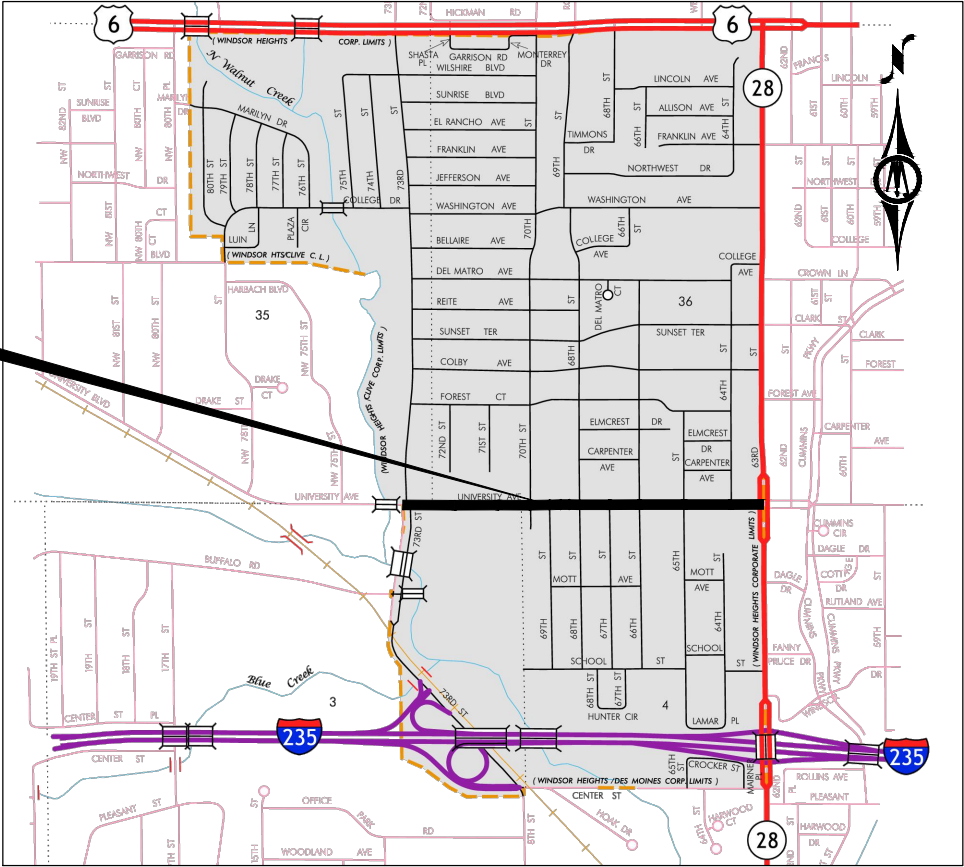
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

CITY OF WINDSOR HEIGHTS
CONSTRUCTION PLANS FOR
UNIVERSITY AVENUE
MAINTENANCE PROJECT

MAY, 2025

PRELIMINARY
NOT FOR CONSTRUCTION,
RECORDING PURPOSES, OR
IMPLEMENTATION.

PROJECT LOCATION



MAP OF THE
CITY OF WINDSOR HEIGHTS
POLK COUNTY, IA



SHEET INDEX			
SHEET NUMBER	SHEET TITLE	REVISION	ISSUE DATE
A.01	TITLE SHEET		
A.02	LEGEND SHEET		
C.01	GENERAL NOTE		
C.02	QUANTITIES AND ESTIMATE REFERENCE NOTE		
D.01 - D.02	PLAN SHEET		
J.01	TRAFFIC CONTROL DETAILS		
N.01 - N.06	PAVEMENT MARKING		
THIS PLAN SHEET CONTAINS 13 SHEETS.			

LICENSED PROFESSIONAL ENGINEER

JUSTIN L., ERNST, 23753

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.

JUSTIN L. ERNST, P.E.

LICENSE NUMBER: 23753 DATE: XX/XX/XXXX

MY LICENSE RENEWAL DATE IS December 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET

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430 E GRAND AVENUE, SUITE 101
DES MOINES, IA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
PL			
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PL			
CHECKED			
JLE			
CLIENT PROJ. NO.			
A13.113231			

CITY OF WINDSOR HEIGHTS
UNIVERSITY AVENUE MAINTENANCE PROJECT
TITLE SHEET

SHEET
A.01

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		SATELLITE DISH
	AIR CONDITION UNIT		SIGN TRAFFIC
	ANTENNA		SIGNAL CONTROL CABINET
	AUTO SPRINKLER CONNECTION		SOIL BORING
	BARRICADE PERMANENT		SIREN
	BASKETBALL POST		TELEPHONE BOOTH
	BENCH		TILE INLET
	BIRD FEEDER		TILE OUTLET
	BOLLARD		TILE RISER
	BUSH		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT POLE		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		
	REGULATION STATION GAS		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS
	LIGHT POLE

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1.800.422-8889

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND REVISION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GV	GATE VALVE	SAN	SANITARY SEWER
ADJ	ADJUST	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
ALT	ALTERNATE	HH	HANDHOLE	SERV	SERVICE
B-B	BACK TO BACK	HMA	HOT MIX ASPHALT	SHLD	SHOULDER
BLDG	BUILDING	HP	HIGH POINT	STA	STATION
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STD	STANDARD
BR	BEGIN RADIUS	HYD	HYDRANT	STM	STORM SEWER
BV	BUTTERFLY VALVE	I	INVERT	TC	TOP OF CURB
CB	CATCH BASIN	K	CURVE COEFFICIENT	TE	TEMPORARY EASEMENT
C&G	CURB AND GUTTER	L	LENGTH	TEMP	TEMPORARY
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TNH	TOP NUT HYDRANT
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TP	TOP OF PIPE
CL	CENTER LINE	LT	LEFT	TYP	TYPICAL
CL	CLASS	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CSP	CORRUGATED STEEL PIPE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CLVT	CULVERT	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL	WS	WATER SERVICE
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE		
E	EXTERNAL CURVE DISTANCE	PCC	PORTLAND CEMENT CONCRETE	AC	ACRES
ESMT	EASEMENT	PE	PERMANENT EASEMENT	CF	CUBIC FEET
ELEC	ELECTRIC	PED	PEDESTRIAN, PEDESTAL	CV	COMPACTED VOLUME
ELEV/EL	ELEVATION	PERF	PERFORATED PIPE	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERM	PERMANENT	EA	EACH
ER	END RADIUS	PI	POINT OF INTERSECTION	EV	EXCAVATED VOLUME
EX	EXISTING	PL	PROPERTY LINE	LB	POUND
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LF	LINEAR FEET
F-F	FACE TO FACE	PT	POINT OF TANGENT	LS	LUMP SUM
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	LV	LOOSE VOLUME
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SF	SQUARE FEET
FM	FORCEMAIN	R	RADIUS	SV	STOCKPILE VOLUME
FO	FIBER OPTIC	RCP	REINFORCED CONCRETE PIPE	SY	SQUARE YARD
F.O.	FIELD ORDER	RET	RETAINING		
GRAN	GRANULAR	R/W	RIGHT-OF-WAY		
GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT		
GU	GUTTER	RT	RIGHT		



430 E GRAND AVENUE, SUITE 101
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Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	PL	REV	DESCRIPTION	DATE
DRAWN	PL			
CHECKED	JLE			
CLIENT PROJ. NO.	A13.113231			

CITY OF WINDSOR HEIGHTS
UNIVERSITY AVENUE MAINTENANCE PROJECT

LEGEND SHEET

SHEET

A.02

STANDARD CONSTRUCTION NOTES:

1.

ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE 2025 IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2.

ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SECTION 1050, 1.08 'REMOVAL OF DEFECTIVE WORK' OF THE STANDARD SPECIFICATIONS. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3.

THE CONTRACTOR SHALL PRESERVE ALL SURVEY CONTROL, LINE AND GRADE STAKES IN ACCORDANCE WITH SECTION 1050, 1.10 'LINE AND GRADE STAKES' OF THE STANDARD SPECIFICATIONS.
4.

PRIOR TO MOBILIZING OFF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SECTION 1050, 1.14 'FINAL INSPECTION AND ACCEPTANCE' OF THE STANDARD SPECIFICATIONS.
5.

THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SECTION 1070, 1.03 'PERMITS AND LICENSES' OF THE STANDARD SPECIFICATIONS.
6.

THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SECTION 1070, 2.02 'CONVENIENCE AND SAFETY' OF THE STANDARD SPECIFICATIONS.
7.

LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION IN ACCORDANCE WITH SECTION 1070, 2.04 'PROJECT AREA FOR THE WORK' OF THE STANDARD SPECIFICATIONS.
8.

IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS, 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 PROPERTY.
9.

THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
10.

THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH SECTION 1070, 2.09 'LAND MONUMENTS' OF THE STANDARD SPECIFICATIONS.
11.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT THEIR EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. 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 IN ACCORDANCE WITH SECTION 1070, 2.15 'FINISHING AND CLEANUP REQUIREMENTS' OF THE STANDARD SPECIFICATIONS.
12.

THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. 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 WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SECTION 1080, 1.03 'WORK PROGRESS AND SCHEDULE' OF THE STANDARD SPECIFICATIONS.

UTILITY COORDINATION NOTES:

1.

THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
2.

ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT THE EXISTING UTILITIES TO REMAIN WITHIN THE PROJECT SITE.
3.

THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 1070, 2.07 'PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
4.

IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.

PROJECT SCHEDULE

1.

SUBSTANTIAL COMPLETION: 09/30/2025
LIQUIDATED DAMAGES: \$500 / CALENDAR/WORKING DAY
2.

FINAL COMPLETION: 10/31/2025
LIQUIDATED DAMAGES: \$500 / CALENDAR/WORKING DAY

PROJECT NOTES:

1.

EXISTING SIDEWALKS WITHIN THE PROJECT ARE TO BE PROTECTED AND PEDESTRIAN ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
2.

CONTRACTOR SHALL STAGE WORK IN A MANNER TO MINIMIZE IMPACT TO RESIDENTS AND TRAFFIC.
3.

CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
4.

CONTRACTOR OPERATIONS CREATING OBJECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM AND SHALL END PRIOR TO 9:00 PM.

TRAFFIC CONTROL NOTES:

1.

THE CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLAN FOR APPROVAL TWO WEEKS PRIOR TO WORK.
2.

UNLESS ABSOLUTELY NECESSARY, TRAFFIC LANES ARE TO BE A MINIMUM WIDTH OF 11'. ENGINEER'S APPROVAL WILL BE REQUIRED FOR NARROWER LANES, IF REQUIRED.
3.

MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION AT ALL TIMES.
4.

DYNAMIC MESSAGE BOARDS TO BE INSTALLED AT EACH ENDS OF THE PROJECT A MINIMUM OF 7 CALENDAR DAYS PRIOR TO WORK STARTING. IF MORE THAN 2 WEEKS BETWEEN OPERATIONS WERE NO WORK IS BEING PERFORMED, MESSAGE BOARDS TO BE INSTALLED AGAIN A MINIMUM OF 7 CALENDAR DAYS PRIOR TO WORK STARTING AGAIN (INCIDENTAL). MESSAGES TO BE APPROVED BY ENGINEER PRIOR TO INSTALLATION.
5.

TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
6.

THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
7.

IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY ENGINEER.
8.

ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
9.

PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
10.

THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER
11.

SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
12.

ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
13.

AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.

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CITY OF WINDSOR HEIGHTS
UNIVERSITY AVENUE MAINTENANCE PROJECT

GENERAL NOTE

SHEET

C.01

ESTIMATED PROJECT QUANTITIES - BASE BID					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
1	7060-999-A	ASHPALT REJUVENATOR	SY	12100	
2	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	
3	11020-A	MOBILIZATION	LS	1	

ESTIMATED PROJECT QUANTITIES (ALTERNATE A)					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
A1	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	STA	264	
A2	8020-G	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	58	
A3	8020-M	GROOVES CUT FOR PAVEMENT MARKINGS	STA	264	
A4	8020-N	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	58	
A5	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	
A6	11020-A	MOBILIZATION	LS	1	

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ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	7060-999-A	<u>ASHPALT REJUVENATOR</u> UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, SURFACE PREPARATION INCLUDING PROTECTION OF STREET FIXTURES; FURNISHING AND PLACING OF MATERIALS, AND FINAL CLEAN UP. REPLAY BY BIOSPAN OR DELTA MIST OR OTHER APPROVED PLANT BASED REJUVENATORS IN BE USED.
2	8030-A	<u>TEMPORARY TRAFFIC CONTROL</u> LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING AS SHOWN IN THE CONTRACT DOCUMENT; REMOVALS AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS WHEN REQUIRED IN THE CONTRACT DOCUMENT. THE FOLLOWING ARE ALSO INCLUDED IN THE TRAFFIC CONTROL UNLESS A SEPERATED BID ITEM IS PROVIDED. PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOR CARS. INCIDENTAL TO THIS ITEM IS REMOVAL OF EXISTING STREET SIGNS NOT TO REMAIN.
3	11020-A	<u>MOBILIZATION</u> THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.

ESTIMATE REFERENCE INFORMATION (ALTERNATE A)		
ITEM NO.	ITEM CODE	DESCRIPTION
A1	8020-C	<u>PAINTED PAVEMENT MARKINGS, DURABLE</u> UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, LAYOUT, SURFACE PREPARATION, AND APPLICATION OF MARKING PAINT.
A2	8020-G	<u>PAINTED SYMBOLS AND LEGENDS, DURABLE</u> UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, LAYOUR, SURFACE PREPARATION, AND APPLICATION OF EACH SYMBOLS AND LEGENDS.
A3	8020-M	<u>GROOVES CUT FOR PAVEMENT MARKINGS</u> LAYOUT, CUTTING GROOVES, COLLECTION AND DISPOSAL OF REMOVED MATERIAL, AND ADDITIONAL GROOVE WIDTH AND TRANSITION LENGTH BEYOND THE PAVEMENT MARKING DIMENSIONS. REMOVE EXISTING MARKINGS AS GROOVES ARE CUT.
A4	8020-N	<u>GROOVES CUT FOR SYMBOLS AND LEGENDS</u> LAYOUT, CUTTING GROOVES, AND COLLECTION AND DISPOSAL OF REMOVED MATERIAL. REMOVE EXISTING MARKINGS AS GROOVES ARE CUT.
A5	8030-A	<u>TEMPORARY TRAFFIC CONTROL</u> LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING AS SHOWN IN THE CONTRACT DOCUMENT; REMOVALS AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS WHEN REQUIRED IN THE CONTRACT DOCUMENT. THE FOLLOWING ARE ALSO INCLUDED IN THE TRAFFIC CONTROL UNLESS A SEPERATED BID ITEM IS PROVIDED. PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOR CARS. INCIDENTAL TO THIS ITEM IS REMOVAL OF EXISTING STREET SIGNS NOT TO REMAIN.
A6	11020-A	<u>MOBILIZATION</u> THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.

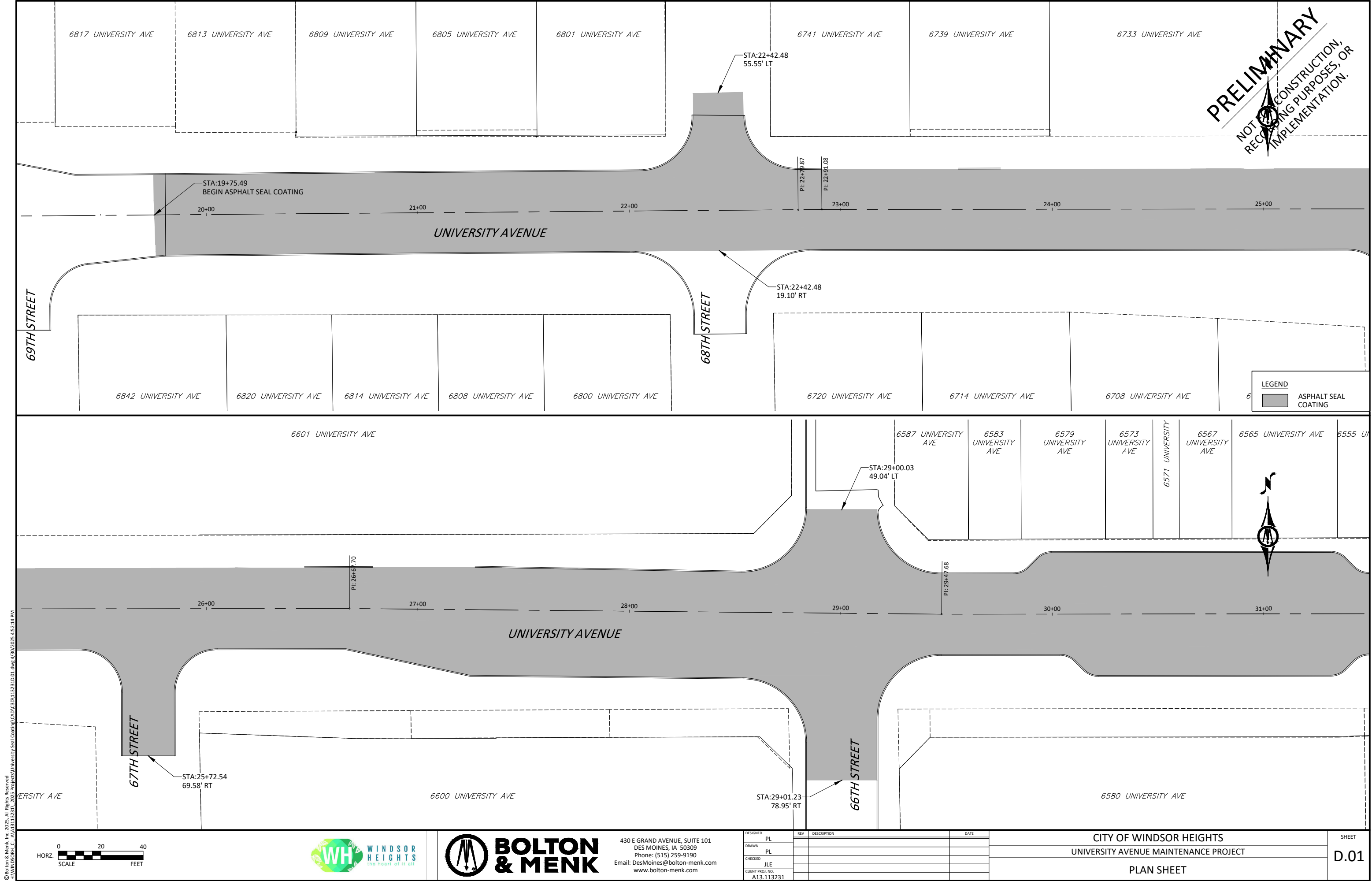
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CITY OF WINDSOR HEIGHTS	SHEET C.02
UNIVERSITY AVENUE MAINTENANCE PROJECT	
QUANTITIES AND ESTIMATE REFERENCE NOTE	



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LEGEND
6  ASPHALT SEAL COATING



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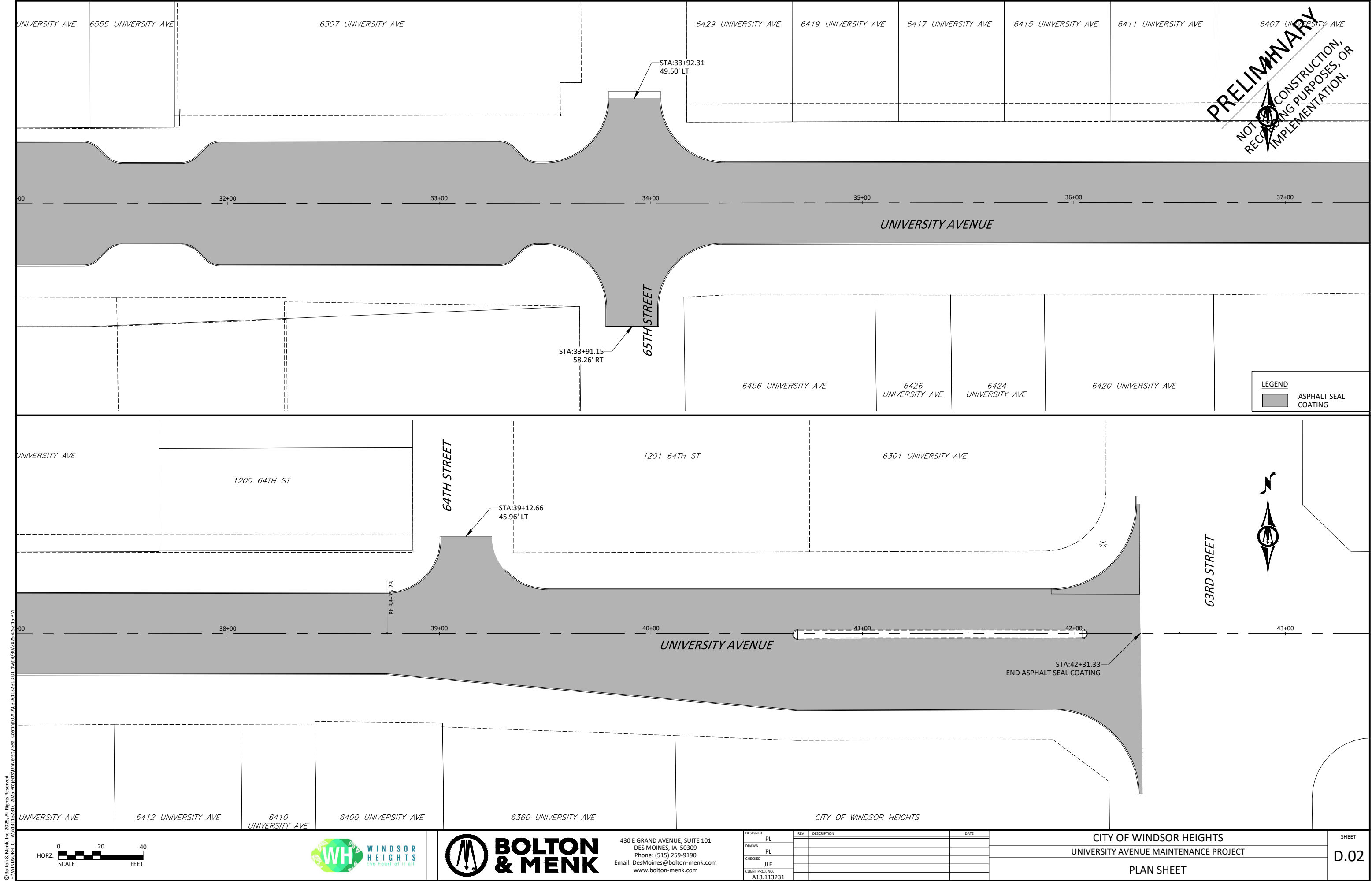
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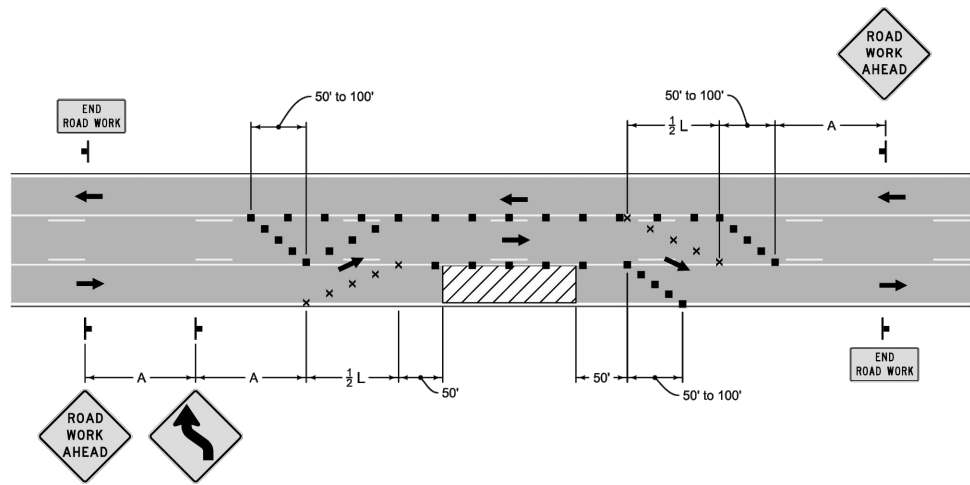
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UNIVERSITY AVENUE MAINTENANCE PROJECT	
PLAN SHEET	



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FIGURE 8030.108 | SHEET 1 OF 1



May be used for short-term daylight operations in urban areas on 3-lane street. Nighttime operations require additional traffic control and retroreflective sheeting.

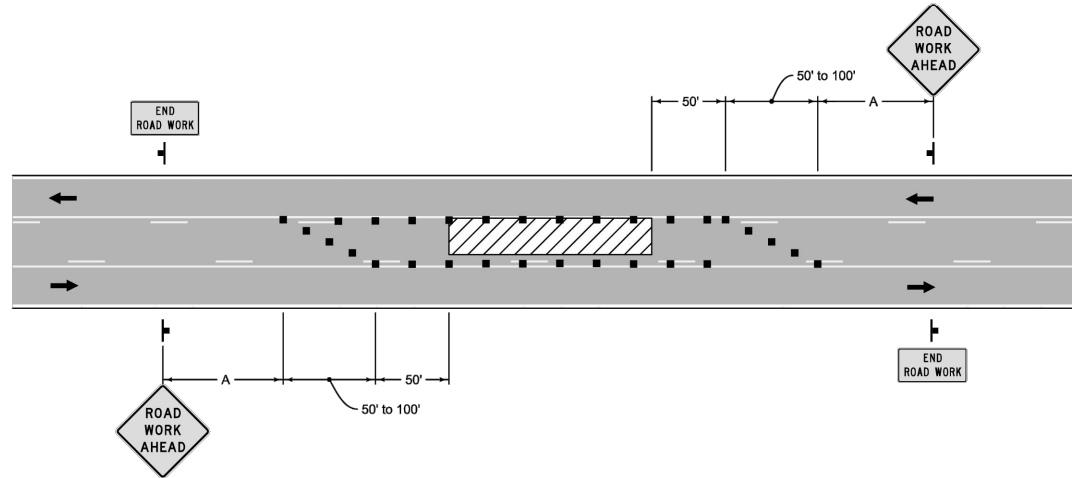
Cones may be used as channelizing devices during daylight hours.

Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

Refer to Figure 8030.101 for symbol key and sign spacing.

	REVISION
	New 10-17-17
	8030.108
SHEET 1 of 1	
SUDAS Standard Specifications	
TRAFFIC CONTROL FOR OUTSIDE LANE CLOSURE OF STREET WITH CONTINUOUS LEFT TURN LANE	

FIGURE 8030.109 | SHEET 1 OF 1



May be used for short-term daylight operations in urban areas on 3-lane or 5-lane street. Nighttime operations require additional traffic control and retroreflective sheeting.

Cones may be used as channelizing devices during daylight hours.

Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

Refer to Figure 8030.101 for symbol key and sign spacing.

	REVISION
	New 10-17-17
	8030.109
SHEET 1 of 1	
SUDAS Standard Specifications	
TRAFFIC CONTROL FOR CLOSURE OF CONTINUOUS LEFT TURN LANE	

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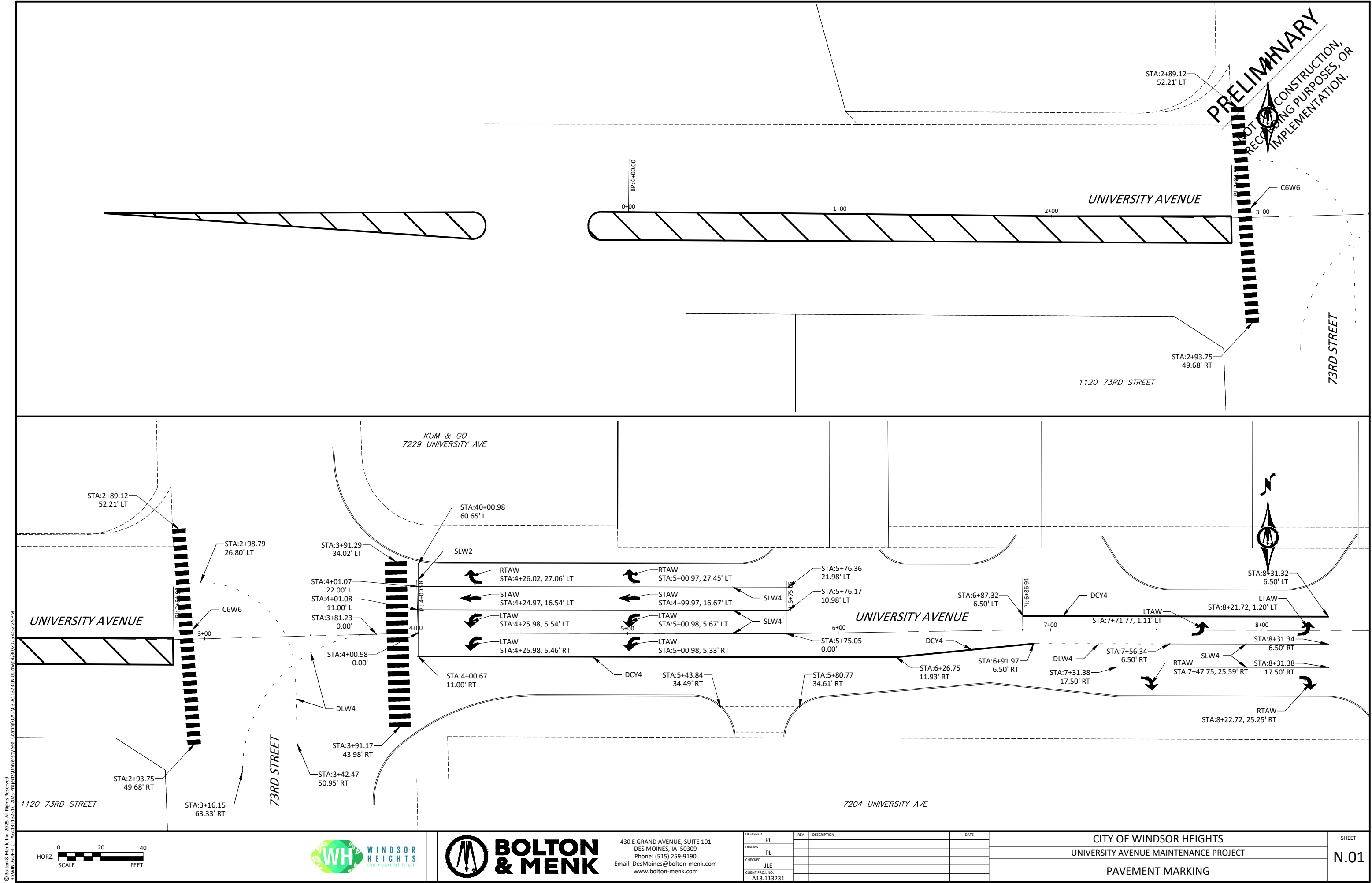
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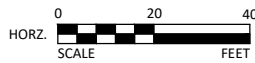
CITY OF WINDSOR HEIGHTS
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TRAFFIC CONTROL DETAILS

SHEET

J.01



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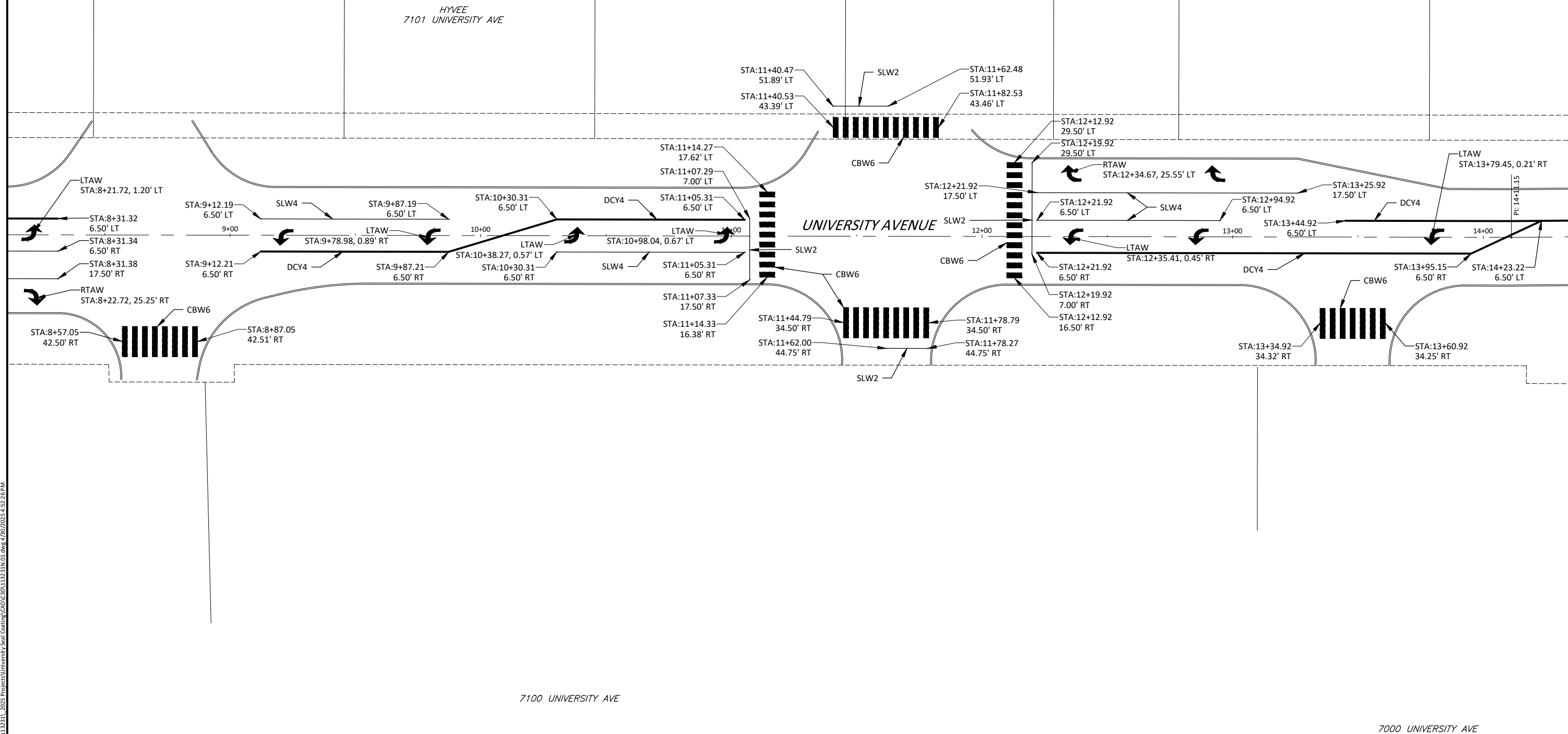
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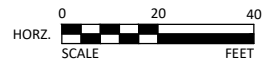
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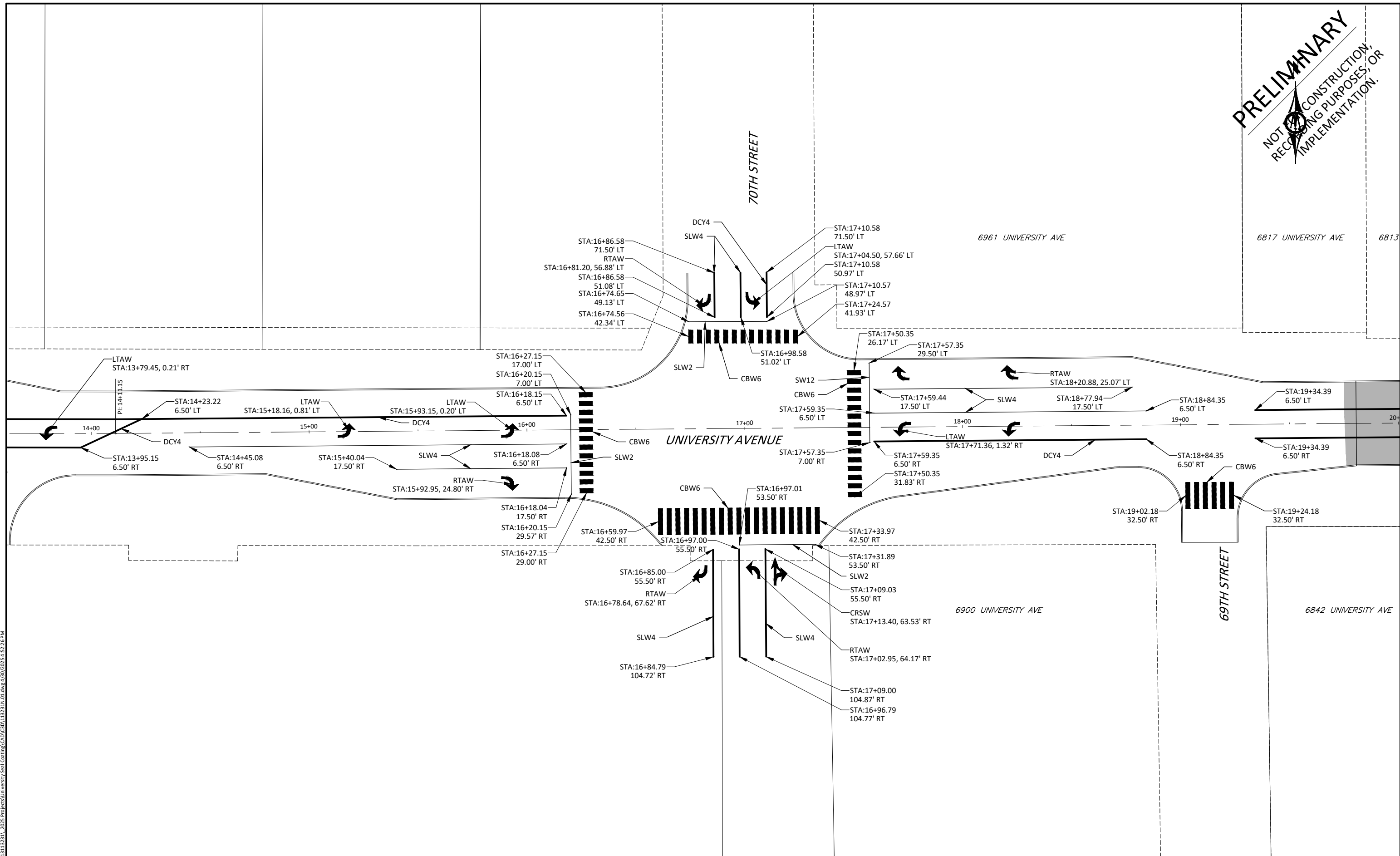
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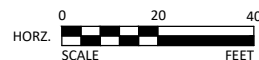
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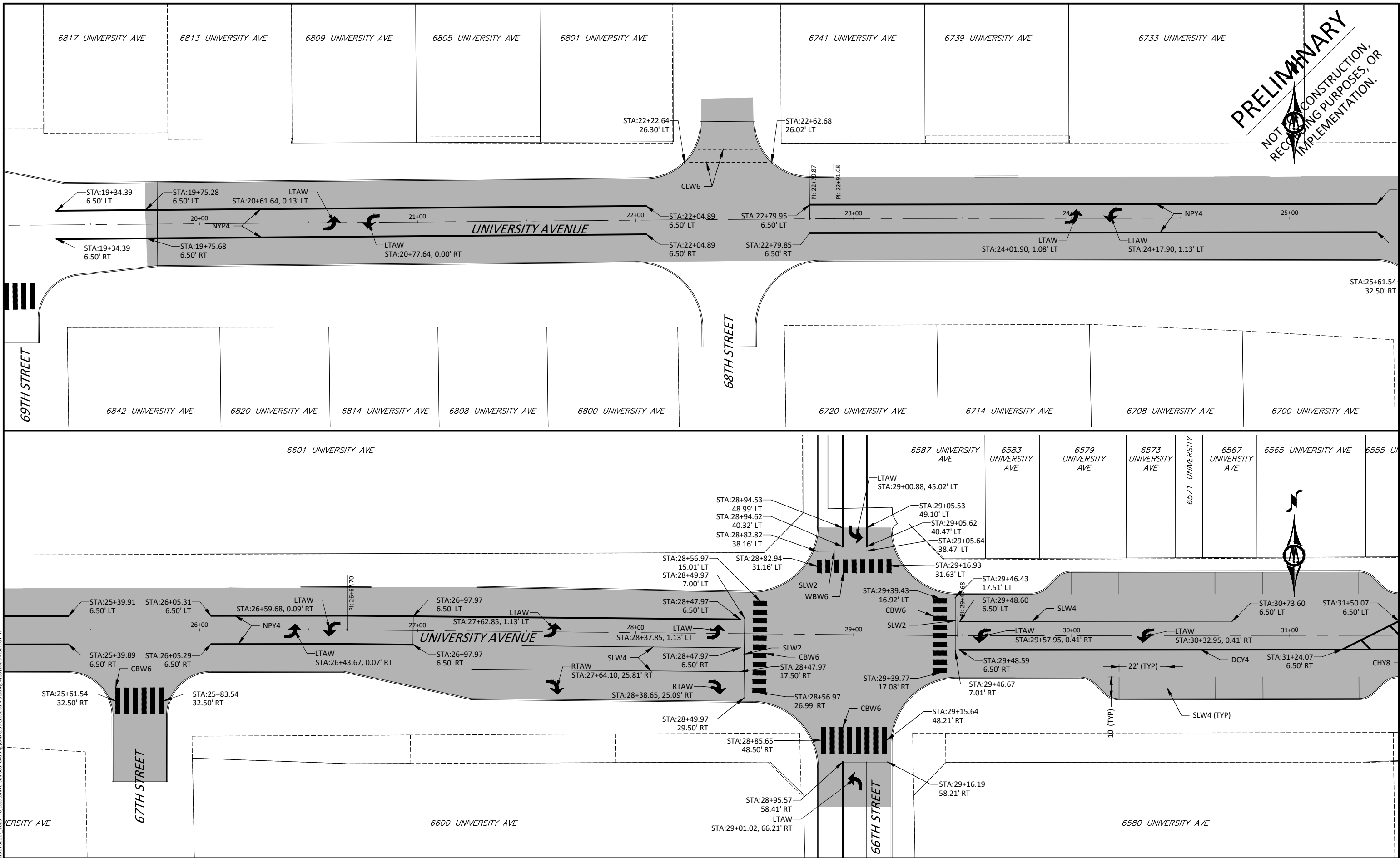
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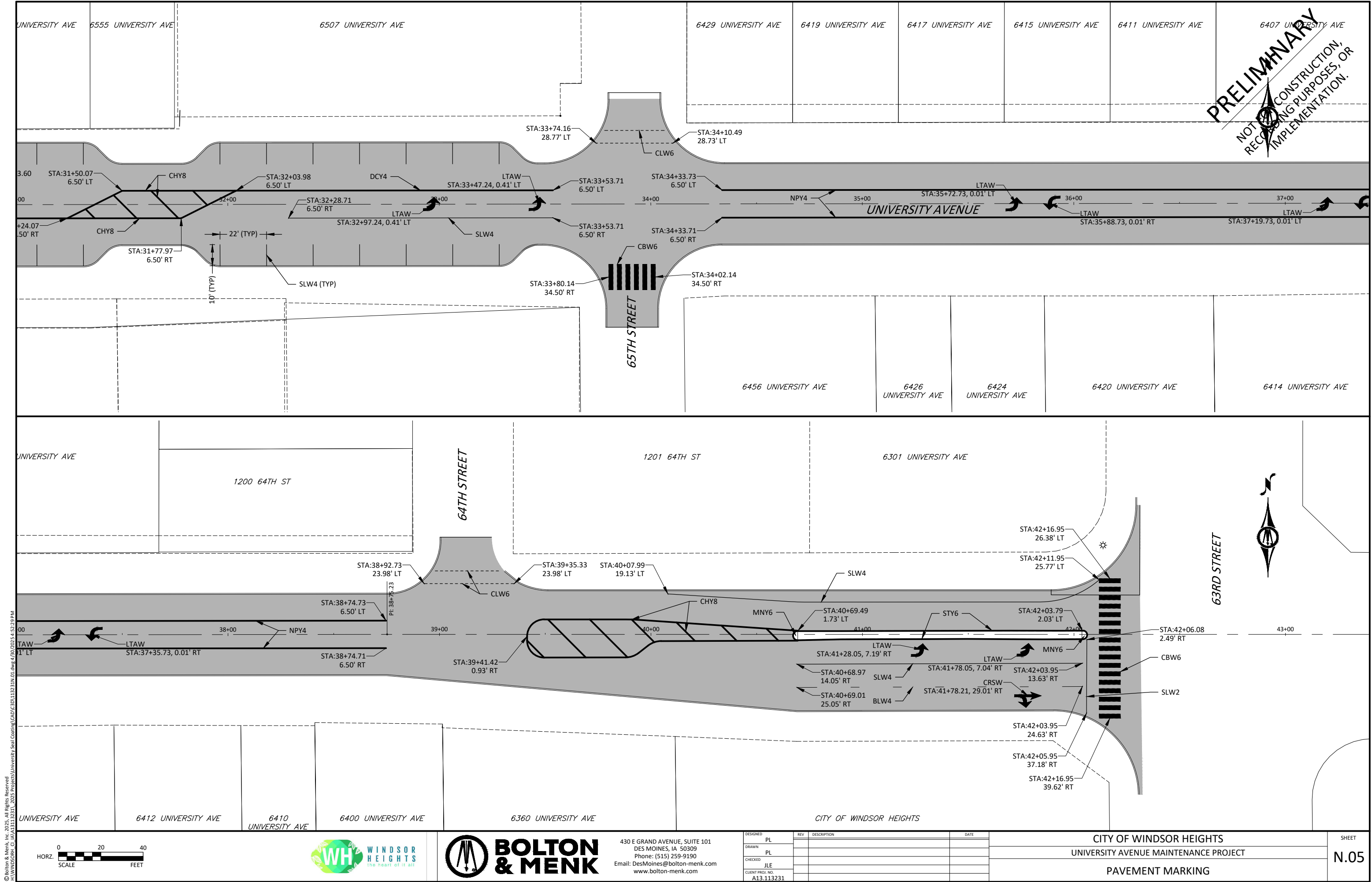


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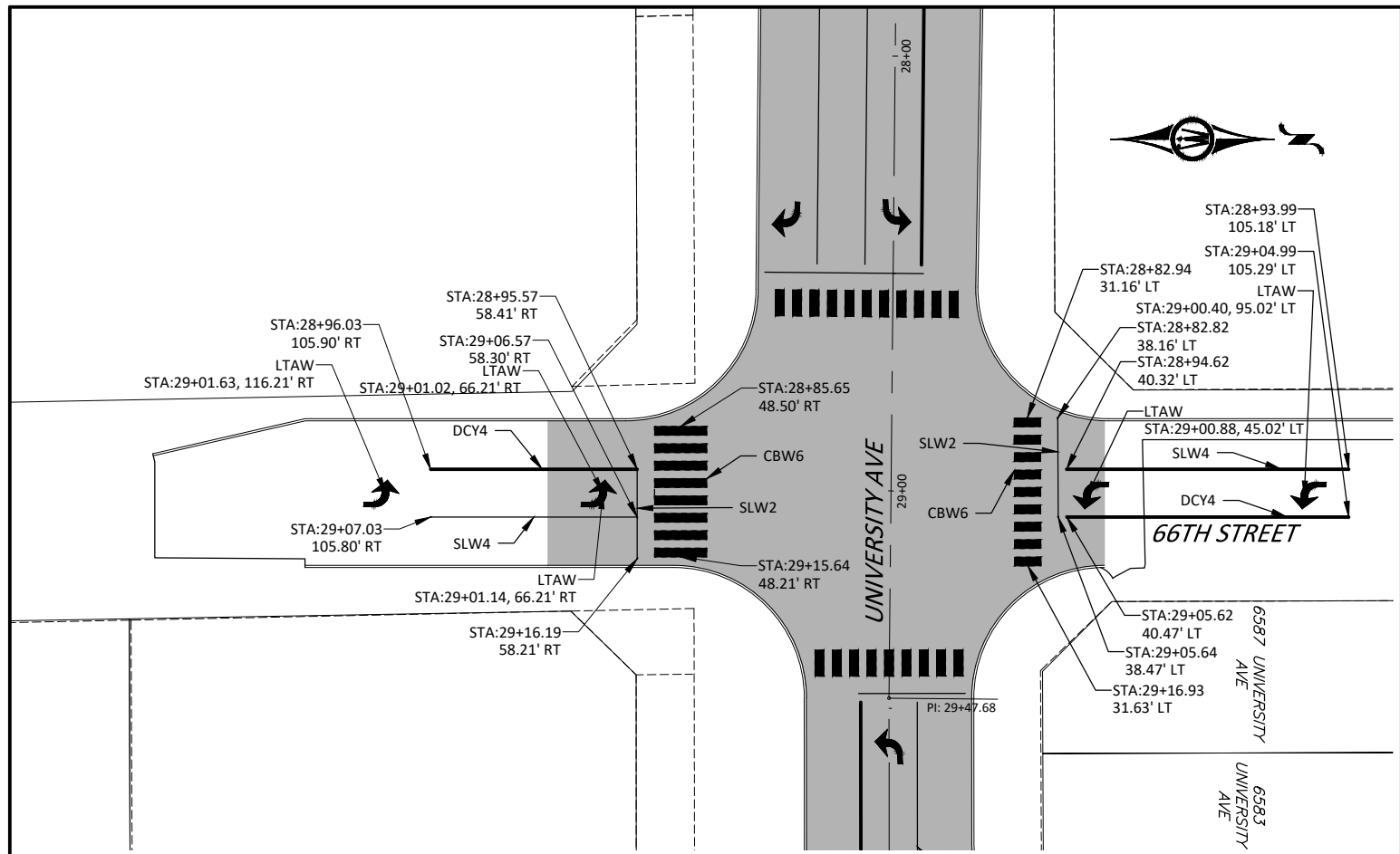
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UNIVERSITY AVENUE MAINTENANCE PROJECT

PAVEMENT MARKING

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**CITY OF WINDSOR HEIGHTS
UNIVERSITY AVENUE MAINTENANCE PROJECT
OPINION OF PROBABLE COSTS
Thursday, May 1, 2025**

Item No.	Item Code	Description	Unit	Quantity	Price	Extension
1	7060-999-A	ASHPALT REJUVENATOR	SY	12100	\$ 5.50	\$ 66,550.00
2	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00
3	11020-A	MOBILIZATION	LS	1	\$ 9,000.00	\$ 9,000.00
						\$ 83,050.00
ALTERNATE A						
Item No.	Item Code	Description	Unit	Quantity	Price	Extension
A1	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	STA	264	\$ 140.00	\$ 36,960.00
A2	8020-G	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	58	\$ 275.00	\$ 15,950.00
A3	8020-M	GROOVES CUT FOR PAVEMENT MARKINGS	STA	264	\$ 80.00	\$ 21,120.00
A4	8020-N	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	58	\$ 150.00	\$ 8,700.00
A5	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00
A6	11020-A	MOBILIZATION	LS	1	\$ 11,000.00	\$ 11,000.00
						\$ 101,230.00
Subtotal Construction:						\$ 184,280.00
Construction Contingencies 10%:						\$ 18,400.00
Opinion of Estimated Construction Cost:						\$ 202,680.00

University Avenue Maintenance Project

Project Schedule

5/15/2025



Design Timeline

- ☐ Preliminary Design (60% Design) (April, 2025)
- ☐ Final Design (April, 2025)
- ☐ Final Design Package (May, 2025)



Bidding Timeline

- ☐ Bid Package to City (May 15, 2025)
 - Signed Project Manual and Plans assembled by Bolton & Menk
 - Notice to Bidders assembled by Bolton & Menk
 - Public Hearing Notice assembled by Bolton & Menk
 - Resolution setting Public Hearing by City staff
- ☐ Council Meeting (May 19, 2025)
 - Set Public Hearing date and time
- ☐ Notice to Bidders (May 20, 2025)
 - Published at least once, not less than 13 or more than 45 days, before date for filing bids
 - Bolton & Menk to advertise on QuestCDN, Master Builders & Iowa League of Cities
 - City to advertise on City website
 - City to advertise in local newspaper/publication (if required by City)
- ☐ Notice of Public Hearing (Week(s) of June 2, 2025)
 - City to publish Notice at least once, not less than 4 or more than 20 days, prior to Public Hearing
- ☐ Bid Opening (June 10, 2025 @ 10:00 am in City Hall)
- ☐ Bid Award Recommendation to City (June 12, 2025)
 - Bolton & Menk to provide Letter of Recommendation to City
 - Bolton & Menk to provide Bid Tabulation to City
 - Bolton & Menk to return all bids including bonds to City

- City to return the checks or bidder's bonds of unsuccessful bidders to the bidders as soon as the successful bidder is determined or within 30 days, whichever is sooner.

☐ **Council Meeting (June 16, 2025)**

- Public Hearing for project
- Council adopts resolution approving plans, specifications, proposed form of contract and estimated total cost for the project.

☐ **Contracts Executed (June, 2025)**

- Bolton & Menk routes to Contractor
- Contractor signs and returns to Bolton & Menk with attachments
- Bolton & Menk to review and routes to City for signatures
- City obtains signatures and routes copies to Contractor and Bolton & Menk



Construction Timeline

- ☐ **Preconstruction Meeting (June, 2025)**
- ☐ **Estimated Construction Begins (July, 2025)**
- ☐ **Construction Substantially Complete (September 30, 2025)**

PROJECT MANUAL

University Avenue Maintenance Project

City of Windsor Heights

Windsor Heights, Iowa

May 2025

BMI Project No. A13.113231



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SECTION 00005 - CERTIFICATION PAGE

**PROJECT MANUAL
FOR
UNIVERSITY AVENUE MAINTENANCE PROJECT
CITY OF WINDSOR HEIGHTS
WINDSOR HEIGHTS, IOWA
MAY 2025
BMI PROJECT NO. A13.113231**

	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: _____ Justin Ernst License No. 23753 My renewal date is December 31, 2025 Pages or sheets covered by this seal: _____
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SECTION 00010 - TABLE OF CONTENTS

University Avenue Maintenance Project
City of Windsor Heights

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE
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Supplemental Specifications
City of Windsor Heights

DRAWINGS (UNDER SEPARATE COVER):

13 sheets numbered A.01 through N.06, inclusive, dated May 14, 2025, and with each sheet bearing the following general title:

University Avenue Maintenance Project
City of Windsor Heights

APPENDICES

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2025 EDITION
unless modified herein.**

*******END OF SECTION*******

SECTION 00100 - NOTICE TO BIDDERS

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

Receipt and Opening of Sealed Proposals. Sealed proposals for the work comprising the repair or improvement as stated below must be filed online through QuestCDN.com before 10:00 A.M. on June 10, 2025. Proposals will be opened and publicly read online through Microsoft Teams. Please use the Microsoft Teams Meeting Link or Call-In Number/Conference ID Number below to see and/or hear the bid opening results:

Microsoft Teams Meeting Link: _____
Call-In Number: _____ / Conference ID Number: _____

The results will be reported to the City of Windsor Heights at its meeting at 6:00 P.M. on June 16, 2025 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Windsor Heights City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City of Windsor Heights.

To access the electronic proposal form, download the project documents and click the online bidding button at the top of the advertisement. Prospective Bidders must be on the plan holders list through QuestCDN for bids to be accepted and pay the required fee for submission of the online bid.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the contract must be complete on or before October 31, 2025. Liquidated damages are as set forth in Section 00500 – Contract.

Bid Security. 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. The Bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications. If the Bidder fails to execute the contract and to furnish an acceptable Performance, Payment, and Maintenance Bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 430 E Grand Avenue, Suite 101, Des Moines, IA 50309. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering QuestCDN Project #9672542 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

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

Sales Tax Exemption Certificates. The Bidder shall not include sales tax in the bid. The City of Windsor Heights will distribute tax exemption certificates and authorization letters to the contractor and all subcontractors who are identified. The contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the contract.

PROJECT DESCRIPTION: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

The Notice is given by order of the City Council of the City of Windsor Heights.

Adam Strait
City Clerk

SECTION 00110 - NOTICE OF PUBLIC HEARING

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Windsor Heights on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on June 16, 2025, at 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324.

PROJECT DESCRIPTION: The project consists of asphalt pavement rejuvenation on University Avenue including pavement markings.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said City Council will also receive and consider any objections to said plans, specifications, estimate of cost, and form of contract made by any interested party.

SECTION 00200 - INSTRUCTIONS TO BIDDERS

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2025 Edition, and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said standard specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please 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 a submitted bid not to be read.

ARTICLE 1—BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Windsor Heights, hereinafter called the "Jurisdiction".
- 1.04 All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.
- 1.05 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable.

ARTICLE 2—SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDERS

- 2.01 For this project, the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective Bidders must be on the plan holders list through QuestCDN for bids to be accepted. A bid shall be received no later than the date and time provided in the Notice to Bidders. Bids received after the date and time provided for the opening of bids, or not submitted in the designated manner, will not be accepted. It is the sole responsibility of the Bidder to see that its proposal is received online via QuestCDN prior to the time for opening bids along with the appropriate bid security.
- 2.02 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.
 - A. 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; and
 - Part G – Identity of Bidder.
- 2.03 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 will not be accepted.
- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

2.05 Division 1 - General Provisions and Covenants of the 2025 SUDAS Standard Specifications is modified as follows:

A. Section 1020.1.09B, Unit Price Attachment.

A computer-generated unit price attachment may be submitted by the Bidder as specified by this section.

ARTICLE 3—PROSECUTION AND PROGRESS OF THE WORK

3.01 The work is located in the City of Windsor Heights.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the contract must be completed as stated in Section 00500 - Contract. Liquidated damages will be assessed as detailed in Section 00500 - Contract.

3.02 Community Events.

Successful Bidder will be required to coordinate with the Jurisdiction and accommodate the Jurisdiction's requirements for the following list of events:

Fall Festival & Fireworks: October 3-4

3.03 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 City of Windsor Heights and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless the City of Windsor Heights 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 2 years from and after acceptance of the work.

3.04 The City of Windsor Heights, 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 ensure that with 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.

ARTICLE 4—PREFERENCE OF PRODUCTS AND LABOR

4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is 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. If it is determined that this may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5—TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
 - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful Bidder is a non-Iowa partnership, individual, or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

SECTION 00410 - PROPOSAL

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

PROPOSAL: PART A – SCOPE

The City of Windsor Heights, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising of the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising of the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Mayor, at the prices hereinafter provided in Part C of the Proposal, for the improvements on the University Avenue Maintenance Project.

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 AND QUANTITIES

UNIT 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 and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only but are considered sufficiently adequate for the purpose of comparing bids.

SEE INCLUDED PROPOSAL ATTACHMENT

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 only, not including any 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 upon written Notice to Proceed; and
4. Complete the work in accordance with the completion dates defined in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract 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
5. That the bid 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
6. That all statements in this proposal are true; and
7. 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 which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

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

Bidder

Signature

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

E-Mail Address

The Bidder shall enter its
Public Registration Number

issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

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

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.

Name

Title

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

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

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 reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

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.

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

This is a UNIT PRICE CONTRACT. 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 and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only but are considered sufficiently adequate for the purpose of comparing bids.

ESTIMATED PROJECT QUANTITIES – BASE BID						
Item No.	Item Code	Item	Unit	Quantity	Unit Price	Total
1	7060-999-A	ASHPALT REJUVENATOR	SY	12100	\$	\$
2	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	STA	264	\$	\$
3	8020-G	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	58	\$	\$
4	8020-M	GROOVES CUT FOR PAVEMENT MARKINGS	STA	264	\$	\$
5	8020-N	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	58	\$	\$
6	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
7	11020-A	MOBILIZATION	LS	1	\$	\$
BID TOTAL:						\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION AS NOTED IN SECTION 00500 - "CONTRACT" OF THIS PROJECT MANUAL.

Bidder Name

THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 00420 - BID BOND

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto, City of Windsor Heights as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), 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 Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

Project Title: University Avenue Maintenance Project

Project Description: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

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:

PRINCIPAL:

Surety Company

Bidder

By:

Signature Attorney-in-Fact/Officer

By:

Signature

Name of Attorney-in-Fact/Officer

Name (Print/Type)

Company Name

Title

Company Address

Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

Company E-Mail

E-Mail

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive 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 or official adhesive seal.

SECTION 00500 - CONTRACT

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Windsor Heights hereinafter called the "Jurisdiction", and _____ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the University Avenue Maintenance Project as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, Iowa. This Contract includes all such contract documents. All work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2025 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment 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: Bid Items and Quantities 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 project:

Project Title: University Avenue Maintenance Project

Project Description: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

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, Payment and Maintenance Bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date: Date
 - 1. The work will be substantially completed on or before 9/30/2025, and completed and ready for final payment in accordance with General Conditions on or before 10/31/2025.
- B. Liquidated Damages
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of Five Hundred Dollars (\$500.00) for each calendar day the work remains incomplete.
 - 2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Jurisdiction Five Hundred Dollars (\$500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
- C. Maintenance Bond & Warranty
1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Windsor Heights, 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.
 2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2 years from and after acceptance of the work.
- D. Bid Quantity Revisions
1. All quantities are estimates and subject to revision by the Jurisdiction.
 2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

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

JURISDICTION: City of Windsor Heights

CONTRACTOR:

By: _____
Mike Jones, Mayor

Company Name

(Seal)
ATTEST:

Signature

By: _____
Adam Strait, City Clerk

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone

E-Mail

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ 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. The Contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the Contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional 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 Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____
Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature 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 the 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 State, 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_____

CONTRACT ATTACHMENT: ITEM 1: GENERAL – NONE

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. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

[Insert Schedule of Unit Prices Standard Table Format]

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SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

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 University Avenue Maintenance Project, Windsor Heights, Iowa.

Project Description: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

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 for the stated maintenance period.

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:

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.

PAYMENT: The Contractor and the Surety on this Bond are 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 which 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, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, 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;

To keep all work in continuous good repair; and

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.

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

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

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

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

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 twenty percent of the total contract price, and that this Bond shall then be released as to such excess increase; and

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.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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, attorney's 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 with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated 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 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).

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

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

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

Surety Company

By: _____
Signature of Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Company E-Mail

Bidder

By: _____
Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

E-Mail

NOTE:

1. All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal or official adhesive 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 or official adhesive 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.

SECTION 00800 - SPECIAL PROVISIONS

FOR

University Avenue Maintenance Project
City of Windsor Heights
Windsor Heights, Iowa

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1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be completed as detailed in Section 00500 – Contract.

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 – Contract will be assessed for each calendar or working day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2025 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Final Acceptance” and “Final Completion” shall mean final approval of the project as defined in SUDAS 1090, 1.08, C.
- iv) “Owner”, “Jurisdiction” and “City” shall mean the City of Windsor Heights, acting through the City Council.
- v) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- vi) “Engineer” shall mean the Engineer of Record.
- vii) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- viii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the Plans.
- ix) “Substantial Completion” shall be as defined by the Iowa Administrative Code Chapter 573.28.
- x) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the Contract unless some other meaning is indicated by the context.
- xi) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 430 E Grand Avenue, Suite 101, Des Moines, IA 50309.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2025 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1020.1.09B, Unit Price Attachment.

- (a) A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.
 - ii) Section 1050, 1.05 - Shop Drawings, Certificates, and Equipment Lists
 - (a) Electronic submittal of shop drawings will be allowed.
 - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
 - iii) Section 1050, 1.15 – Additional Contractor Responsibilities
 - (a) No Changes.
- 4) WORK REQUIRED
- a) Work under this Contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the University Avenue Maintenance Project as described in the Official Publication.
- 5) PLANS AND SPECIFICATIONS
- a) The Jurisdiction will furnish five (5) sets of plans and specifications to the Contractor after award of the Contract. The Contractor shall compensate the Jurisdiction for printing costs for additional copies required.
 - b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.
- 6) SUBMITTALS
- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
 - b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to ensure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.
- 7) STANDARDS AND CODES
- a) Construct improvements with best present day construction practices and equipment.
 - b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) American National Standards Institute (ANSI).
 - v) American Water Works Association (AWWA).
 - vi) American Welding Society (AWS).

- vii) Federal Specifications (FS).
- viii) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
- ix) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- x) Standards and Codes of the State of Iowa and the ordinances of the Jurisdiction.
- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

8) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

9) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of the Jurisdiction and Engineer.
- d) Contractor shall cooperate with Jurisdiction, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

10) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- b) The following Community Events are scheduled. Contractor is required to coordinate with the Jurisdiction as needed to allow use of public property as necessary for the event(s). If Contract continues for multiple years, event is still in force even though dates and locations may change.
 - i) Fall Fest: October 3 & 4

11) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.

- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of the Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Jurisdiction.

12) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference, may be held at the project site to review project schedules, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

13) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Jurisdiction, utility companies, affected property owners, and other contractors working in the vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.

14) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Windsor Heights, Iowa and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and cleanup activities as construction progresses.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences and landscaping within the construction limits not marked for removal.

- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update the construction schedule as needed due to changes in progress of construction from the original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in Section 00500 – Contract.
- f) Contractor shall notify the Jurisdiction and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:
 - (a) The street name, location and proposed date of street closure.
 - (b) The estimated schedule for completion of work.
 - (c) The estimated date for reopening of the street.
 - (d) Procedure for garbage collection recycling and postal service.

17) CONSTRUCTION PHASING

- a) Contractor shall refer to construction staging and traffic control plans when included in construction plans.
- b) Contractor shall include construction phasing on the required construction schedule submittal.

18) CONSTRUCTION STAKING

- a) Unless otherwise specified in the specific sections, Contractor shall provide engineering surveys to establish reference points for construction.

19) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All manholes and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.
- c) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- d) Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- e) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- f) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- g) The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48 hour, working day, notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

20) MATERIALS TESTS

- a) Testing shall follow the requirements of the SUDAS Standards Specifications. Contractor specified testing shall be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Required testing not specified as Contractor or Supplier responsibility will be completed by an independent testing laboratory retained by the Jurisdiction or the Engineer.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall not deliver materials to the project site until laboratory tests and/or certifications have been furnished which verify compliance of materials with specifications.
- d) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.

21) SOIL BORINGS

- a) None

22) EXISTING UTILITIES

- a) Location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and records of the Jurisdiction.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

23) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed of as directed by the Engineer.
- b) The City of Windsor Heights, Iowa retains first right of refusal for retaining any existing materials removed by the construction.
- c) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- d) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.

- f) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

24) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - i) The Engineer;
 - ii) The Jurisdiction; and
 - iii) Local Law Enforcement Agencies.
- b) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- c) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure;
 - (2) The estimated schedule for completion of work;
 - (3) The estimated date for reopening of the street; and
 - (4) Procedure for garbage collection/recycling and postal service.
 - ii) Contractor shall accommodate and maintain safe access to homes for property owners. Access to homes shall be considered incidental to the project.
- d) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives and walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- e) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- f) Contractor shall furnish, erect and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- g) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- h) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- i) Contractor shall provide continuous access for police, fire and other emergency vehicles.
- j) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

25) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

26) EROSION CONTROL (No Permit)

- a) A SWPPP Plan and NPDES Permit are not required for this project. Contractor shall still be responsible to protect against erosion and dust pollution on this project site and any off-site deposit or borrow area used for this project.
- b) Protect adjoining property including public sanitary and storm sewer systems and streets from any damage resulting from movement of earth or other debris from project site. Repair any damage immediately.
- c) Prevent accumulation of earth or debris on adjoining public or private property from project site. Remove any accumulation of earth or debris immediately. Prevent repetition of any instance where earth or debris moves from project site to adjoining public or private property.
- d) Provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- e) Contractor shall use silt fence and similar Best Management Practices (BMP) at all drainage courses, swales and storm sewer system inlets/outlets to protect against siltation and erosion as shown in the construction drawings or directed by the Engineer.
- f) Erosion protection measures, other than those specified as unit price pay items are incidental.
- g) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- h) After the detention basin construction is completed, the Contractor is required to immediately seed and mulch these locations.
- i) As construction progresses, sodding, seeding and mulching is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
- j) The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching and surface restoration operations as areas of the project corridor become available to do so.

27) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price Bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

Concrete header removal
Connections to existing storm sewer structures and pipes unless specified for separate payment
Construction and removal of temporary access roads
Construction fencing
Construction staging and phasing

Coordination and cooperation with affected property owners
Coordination and cooperation with the City of Windsor Heights
Coordination and cooperation with other contractors
Coordination and cooperation with other projects in the area
Coordination and cooperation with utility companies
Dewatering and handling storm water flow during construction
Dust control measures
Engineering fabric
Excavation, verification and protection of existing utilities
Field and wood fence removal
Field testing
Finish grading
Full depth saw-cutting of existing pavement
Grading for storm sewer outlets
Granular backfill and bedding for storm and sanitary sewer installation
Granular surfacing removal
Maintenance and watering for seeding and sodding
Maintenance of erosion control measures, including silt removal
Material testing
Monitoring weather conditions
Mowing
Overhaul
Pipe and structure bedding material
Porous backfill for subdrain
Proof rolling
Protection of existing hydrant(s) and valve(s)
Protection of existing trees and plantings not shown as removals
Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration
Street sweeping
Temporary safety closures
Temporary sheeting and shoring
Water valve removal
Working backfill to reduce moisture content
Working subgrade to achieve acceptable moisture content
Wrapping of storm sewer pipe joints

*******END OF SECTION*******

SECTION 00900 - NOTICE OF AWARD

(To be executed after bid is awarded.)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, State, Zip _____

PROJECT TITLE: University Avenue Maintenance Project

PROJECT DESCRIPTION: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

OWNER'S NAME: City of Windsor Heights

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Notice to Bidders dated _____, 20____, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the ____ day of _____, 20____.

You must deliver to the OWNER Three (3) fully executed counterparts of the Contract, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Contract acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Contract.

Dated this, the ____ day of _____, 20____.

City of Windsor Heights
Windsor Heights, Iowa

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,

this, the ____ day of _____, 20____.

BY: _____

TITLE: _____

SECTION 00910 - NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved.)

TO: <u>Contractor</u>	Date: _____
<u>Address 1</u>	Project Title: <u>University Avenue Maintenance Project</u>
<u>Address 2</u>	Project Owner: <u>City of Windsor Heights</u>
<u>City, State, Zip</u>	Project Location: <u>Windsor Heights, Iowa</u>

You are hereby notified to commence WORK in accordance with the Contract awarded on _____, 20____.
The Contract Time shall commence to run on Anticipated start date: _____, 20____. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Windsor Heights

Windsor Heights, Iowa

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this, the ____ day of _____, 20____.

BY: _____

TITLE: _____

TO BE PRINTED ON CONTRACTOR'S LETTERHEAD

LETTER OF TRANSMITTAL

Contractor Name _____
Contractor Address _____
Contractor City, State, Zip _____
Contractor Phone/E-Mail _____

DATE:	BMI # A13.113231
ATTENTION: Justin Ernst	
RE: University Avenue Maintenance Project	
SUBMITTAL NO.:	

WE ARE SENDING YOU

- ☐ Attached ☐ Under Separate Cover via _____ the Following Items:
☐ Shop Drawings ☐ Prints ☐ Specifications ☐ Copy of Letter
☐ _____

No. Copies Submitted	Specification Section	Subject of Shop Drawing or Other Submittal
Review Action: <i>(To be filled in by Engineer)</i>	☐ No Exceptions Taken ☐ Make Corrections Noted	☐ Amend - Resubmit ☐ Rejected - Resubmit ☐ Not Reviewed ☐ For Record
Comments: <i>(To be filled in by Engineer.)</i>		
☐ The CONTRACTOR hereby notifies the OWNER that this Shop Drawing is in conformance with SUDAS Specifications Section 1050, 1.05 referenced in the Contract Documents.		
☐ The CONTRACTOR hereby notifies the OWNER that this Shop Drawing is not in conformance with Section 1050, 1.05 of the SUDAS Specifications referenced in the Contract Documents and nevertheless asks approval thereof. The features not in conformance are as follows:		
1. _____ CONTRACTOR SIGNED: _____ 2. _____ DATE: _____ 3. _____ 4. _____ 5. _____		
<i>(To be filled in by Engineer)</i> COPY TO: _____ _____ _____ _____ ENGINEER SIGNED: _____ DATE: _____		

Distribution: ☐ Contractor ☐ Owner ☐ Project Engineer ☐ Field Office ☐ Other

APPENDIX
FOR
UNIVERSITY AVENUE MAINTENANCE PROJECT
CITY OF WINDSOR HEIGHTS
WINDSOR HEIGHTS, IOWA

SPRAY-APPLIED PENETRATING ASPHALT REJUVENATOR SPECIFICATION

1. DESCRIPTION

This work shall consist of furnishing all materials, equipment, labor, and preparation necessary for the application of a topically applied plant-based penetrating asphalt rejuvenating agent to existing or newly constructed asphalt pavements while maintaining safe surroundings for workers, the motoring public, and the environment for the primary purpose of slowing the oxidation, raveling and other damage caused to unprotected asphalt pavements.

2. MATERIALS

Plant-based asphalt rejuvenating products will be accepted for this bid if they meet the material requirements listed below:

- Plant-based products shall be environmentally “GREEN” plant-based factory-emulsified rejuvenator agent. Penetrating plant-based rejuvenators may be emulsified, factory-blended or placed in its original formulation as per manufacturer’s recommendations. Petroleum-based asphalt rejuvenating products shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the asphalt rejuvenator manufacturer evidencing that the asphalt rejuvenating agent conforms to the required physical and chemical properties required to achieve the Material Performance and Testing outlined in 2a 1), 2) and 3) set forth herein.

At no time is any dilution or altering of the rejuvenating agent permitted once it leaves the blending facility or manufacturer. Rejuvenating materials shall follow all manufacturer’s recommended storage controls with regards to temperature (never frozen or overheated), agitation, and exposure to UV light. The manufacturer/contractor shall ensure that the products are free of defect and within the product’s useable shelf-life.

a) Material Performance and Testing:

- 1) The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affective shall be by analysis of the chemical properties of the asphalt binder.
- 2) The viscosity shall be reduced by a minimum of 25% for a pavement two years or less in age and reduced by a minimum of 40% for a pavement greater than two years in age as determined by dynamic shear rheometer (DSR) method for asphalt testing in accordance with FAA P-632 procedure. The FAA P-632 specification is the current governing standard for performance requirements of surface applied asphalt rejuvenators. This analysis shall apply to extracted asphalt binder, taken from cores extracted thirty to forty-five days following application, in the upper 3/8 inch of pavement.

Reference Tables 1 and 2 below.

Table 1. Pavement Three (3) Years or Less in Age

Item	Property of Recovered Binder ²	Requirement	Test Method
1	Absolute Viscosity _{60°C} , P	≥ 25% Decrease ²	ASTM D2171
2a	Complex Modulus _{60°C} , G*		AASHTO T315
2b	Viscosity _{60°C} , $\eta = G^* / \omega$ Pa·s		
2c	Phase Angle _{60°C} , δ , °	Report	

Table 2. Pavement More than Three (3) Years in Age

Item	Property of Recovered Binder ²	Requirement	Test Method
1	Absolute Viscosity _{60°C} , P	≥ 40% Decrease ²	ASTM D2171
2a	Complex Modulus _{60°C} , G*, kPa		AASHTO T315
2b	Viscosity _{60°C} , $\eta^* = G^* / \omega$ Pa·s		
2c	Phase Angle _{60°C} , δ , °	Report	

² Procedures: Sample collection for application and acceptance as noted in this specification. Sample weights and measure by ASTM D3549; Extraction by: ASTM D2172, Method A using toluene (conditioning to remove moisture will not be accomplished); Recovery by: ASTM D1856 (Abson) or ASTM D5404 (Roto-Vap); and binder extraction, recovery and testing within 48-96 hours of obtaining pavement cores or equivalent surface area samples.

- 3) The Engineer may require that untreated and treated core samples (a minimum of six inches in diameter) be removed by the Engineer at the owners expense. The treated core samples shall be taken in the same lane and in close proximity to each untreated core sample. A minimum of three untreated and three treated core samples shall be taken for each pavement group, or one set of six cores per every 50,000 square yards of treated pavement in each pavement group. If the Engineer requires sample cores, control cores shall be taken on the untreated portion of pavement 24-96 hours prior to applying the penetrating asphalt spray rejuvenator.

Cores taken from treated pavement shall be taken within 30-45 days following application in accordance with FAA -632 procedure.

3. EQUIPMENT

- a) Pressure distributor: The asphalt rejuvenator shall be applied with a computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spreader bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven hundred (700') feet per minute. Before beginning application, the equipment must be tested under pressure for leaks to ensure it is in good working order.

The distributor truck shall be equipped with a 10-foot (minimum) spreader bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. The distributor should be equipped to hand-spray the rejuvenator agent in areas identified either on the plans or by the Engineer, or not accessible to the distributor truck itself.

- b) Calibration: Furnish all equipment, materials, and labor as necessary to calibrate the computer-controlled distributor. Perform the calibration with the specified material prior to applying the penetrating asphalt spray rejuvenator on the prepared surface, in accordance with applicable standards and the project specifications.

5. WEATHER LIMITATIONS

Place the rejuvenation product on an existing pavement surface that is slightly damp (not wet) or dry, and when both the pavement and atmospheric temperature is 50°F and rising. Do not place penetrating asphalt spray rejuvenator if any of the following conditions exist:

- a) Impending weather conditions do not allow for proper curing, or if temperatures are forecasted below 32°F within 24 hours from the time of work.
- b) The existing pavement temperature is 140°F or above.
- c) The pavement surface is wet, or if rain/freezing temperatures are forecasted within 24 hours of placement.
- d) If weather conditions interfere with application and/or curing, the Engineer may, at their discretion, suspend the job or require remedial action as deemed necessary.

6. SURFACE PREPARATION

It is recommended the manufacturer closely review the pre-existing conditions of the pavement surface with the approved applicator to determine the effective application rate(s) for the penetrating asphalt spray rejuvenator treatment prior to application. Prior to application, the approved applicator shall determine whether the existing surface to be treated requires sweeping and/or cleaning. This surface preparation, if required, shall be accomplished by hand or power broom, power blowing, mechanical vacuum sweeper or other approved cleaning methods.

- a) Asphalt Pavement Surfaces: The contractor shall ensure that all surfaces are clean and void of any deleterious materials prior to placing rejuvenating agent. Clean pavement surface immediately prior to placing the rejuvenating agent by sweeping, flushing well with water (leaving no standing water), or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer. Any additional surface preparation, such as crack repair, may be made prior to the application of the rejuvenating agents with a minimum of 4 weeks curing time before applying rejuvenating agent. Follow manufacturer's recommendations if in question.
- b) Friction: Surface friction may be affected by the application of a rejuvenating agent. Testing on a localized area prior to the production should be conducted. Each Bidder shall provide friction test results evidencing between 24 and 96 hours after application of the rejuvenating agent shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior

to application per FAA P-632 procedure. If conditions should fall below the agency's minimum threshold, the addition of a granular grit and/or additional signage may be required to notify of conditions until a time at which the friction numbers rebound. Round-a-bouts and locations that will have more aggressive turning maneuvers may need to be avoided or constructed in a manner that would prevent vehicular traffic from loss of friction.

- c) Retro-reflectivity: Materials used for traffic markings including reflective beads, epoxy paints, latex paints, thermoplastic, etc. vary widely and the effect of the topically applied asphalt rejuvenator on the markings will vary depending on their age, exposure to the elements, and geographical location.

Since traffic markings may be affected by the application of some topical rejuvenating agents, care and tests should be conducted prior to placement. Minimum thresholds established for reflectivity on longitudinal pavement markings shall meet the Supplemental Notice of Proposed Amendment (SNPA) to the 2009 Manual for Uniform Traffic Control Devices (MUTCD). If the values are diminished to a point that the agency deems are below the minimum threshold for that agency, reflective traffic tabs shall be installed to augment the in-place markings until a time that the retro-reflectivity numbers rebound back above the minimum threshold.

7. APPLICATION OF PENETRATING ASPHALT REJUVENATOR

The Contractor shall follow the construction methods as described. Target application rates for the penetrating asphalt spray rejuvenator shall be in the range of 0.05 to 0.135 gallons per square yard as established by the Engineer after spraying a test strip or strips with varying application rates in order to determine the optimum rate to achieve coating without runoff or delayed curing times. Generally, the application rate for pavements 2 years old and less will be in the range 0.05 to 0.075 gallons per square yard, the application rate for pavements 3 to 5 years old will be in the range 0.08 to 0.10 gallons per square yard, and the application rate for pavements 6 years old and older will be 0.11 to 0.135 gallons per square yard.

The penetrating asphalt spray rejuvenator shall be applied at an initial rate determined by the manufacturer's recommendation and the Engineer on site. A 200' test strip will be required to ensure that the rate is at a sufficient amount for uniform coverage of the asphalt surface. Continuous monitoring of surface conditions or changes in asphalt mat characteristics requiring adjustment to the application rates to conform to conditions shall be determined by the manufacturer's representative. If the target application rates are not the optimum application rates to achieve proper coating of the existing or newly constructed pavement surface, or if the break time is too long or too short, immediately notify the Engineer. Adjust and document the new application rate by stationing.

Do not allow the asphalt rejuvenating agent to streak on the road surface. If the Engineer determines that streaking is occurring, cease operations until the Engineer is satisfied that streaking has been eliminated. Apply the penetrating asphalt spray rejuvenator treatment to all exposed areas of asphalt surface as directed by the Engineer.

8. TRAFFIC CONTROL

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. The Contractor shall have on site an (Maintenance of Traffic) M.O.T. person with no less than an Intermediate certification and submit an M.O.T plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing prior to commencing any work. All traffic control shall be in accordance with the agency Roadway Design Standards, most current edition. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

9. MEASUREMENT AND PAYMENT

- a) The quantity to be measured for payment will be the number of square yards of penetrating asphalt spray rejuvenator completed at various application rates.
- b) No additional compensation shall be made for additional work required to apply penetrating asphalt spray rejuvenator treatment to areas outside the normal operating width of the distributor.

END OF SECTION



**BOLTON
& MENK**

Real People. Real Solutions.

430 E. Grand Avenue
Suite 101
Des Moines, IA 50309

Phone: (515) 259-9190
Bolton-Menk.com

June 16, 2025

City of Windsor Heights
1145 66th Street Suite 1
Windsor Heights, Iowa 50324

RE: Wilshire Blvd Storm Sewer
Recommendation of Award
Project No.: 24X.135937

Dear Adam Plagge:

Bids were received electronically and read aloud on Tuesday, June 10, 2025, at 10:30 AM for the Wilshire Blvd Storm Sewer project. The Engineer's Estimate for the total base bid was \$128,030.00. Four bids were received, The results of the base bids are tabulated below:

Bidder	Total Base Bid
JET Drain Service	\$95,629.10
Herman Drainage	\$105,141.00
Vanderpool Construction	\$114,665.00
On Track Construction, LLC	\$136,480.00

The total base bid received from JET Drain Service was 25.30% below the engineer's estimate for the project, and was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the bid documents submitted and checked references on this bidder and was satisfied with the responses given.

Therefore, Bolton & Menk, Inc. recommends award of the Wilshire Blvd Storm Sewer project to JET Drain Service for the total base bid amount of \$95,629.10 (ninety-five thousand six hundred twenty-nine dollars and ten cents).

The bid tabulation is attached for your use.

Feel free to contact me should there be any questions related to this project.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst

Municipal Assistant Practice Leader, Principal

Enclosures: File w/attachment

Windsor Heights, City of (Iowa)
 Wilshire Blvd Storm Sewer
 BMI Project No. 24X.135937.000 (#9674633)
Owner: City of Windsor Heights
Solicitor: Bolton & Menk, Inc. - Des Moines, IA
06/10/2025 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Engineer Estimate		JET Drain Service		Herman Drainage		Vanderpool Construction		On Track Construction, LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID							\$128,030.00		\$95,629.10		\$105,141.00		\$114,665.00		\$136,480.00
	1	2010-D-1	TOPSOIL, ON-SITE	CY	18	\$30.00	\$540.00	\$45.00	\$810.00	\$12.00	\$216.00	\$135.00	\$2,430.00	\$82.00	\$1,476.00
	2	4020-A-1	STORM SEWER, TRENCHED, 24 INCH	LF	73	\$150.00	\$10,950.00	\$150.00	\$10,950.00	\$100.00	\$7,300.00	\$195.00	\$14,235.00	\$205.00	\$14,965.00
	3	4020-D	REMOVAL OF STORM SEWER, RCP, 15 INCH	LF	47	\$30.00	\$1,410.00	\$15.00	\$705.00	\$100.00	\$4,700.00	\$50.00	\$2,350.00	\$38.00	\$1,786.00
	4	4020-G	STORM SEWER ABANDONMENT, FILL AND PLUG, 15 INCH	LF	425	\$65.00	\$27,625.00	\$25.00	\$10,625.00	\$25.00	\$10,625.00	\$35.00	\$14,875.00	\$70.00	\$29,750.00
	5	4040-999-A	SUBDRAIN POP UP OUTLET	EA	2	\$750.00	\$1,500.00	\$300.00	\$600.00	\$100.00	\$200.00	\$500.00	\$1,000.00	\$776.00	\$1,552.00
	6	6010-999-A	INTAKE, NYLOPLAST 30 INCH	EA	2	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$6,000.00	\$12,000.00	\$8,900.00	\$17,800.00	\$7,674.00	\$15,348.00
	7	6010-E	MANHOLE ADJUSTMENT, MINOR	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00
	8	6010-G	CONNECTION TO EXISTING MANHOLE	EA	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,400.00	\$3,400.00	\$6,034.00	\$6,034.00
	9	6010-H	REMOVE INTAKE	EA	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,560.00	\$3,120.00
	10	7030-A-1	REMOVAL OF SIDEWALK	SY	20	\$14.00	\$280.00	\$20.00	\$400.00	\$50.00	\$1,000.00	\$30.00	\$600.00	\$25.00	\$500.00
	11	7030-A-3	REMOVAL OF DRIVEWAY	SY	40	\$15.00	\$600.00	\$25.00	\$1,000.00	\$50.00	\$2,000.00	\$35.00	\$1,400.00	\$35.00	\$1,400.00
	12	7030-E	SIDEWALK, PCC, 4 INCH	SY	20	\$70.00	\$1,400.00	\$55.00	\$1,100.00	\$100.00	\$2,000.00	\$63.00	\$1,260.00	\$95.00	\$1,900.00
	13	7030-E	SIDEWALK, PCC, 6 INCH	SY	7	\$75.00	\$525.00	\$60.00	\$420.00	\$120.00	\$840.00	\$85.00	\$595.00	\$152.00	\$1,064.00
	14	7030-G	DETECTABLE WARNING	SF	10	\$75.00	\$750.00	\$60.00	\$600.00	\$50.00	\$500.00	\$58.00	\$580.00	\$71.00	\$710.00
	15	7030-H-1	DRIVEWAY, PAVED, PCC, 6 INCH	SY	40	\$85.00	\$3,400.00	\$60.00	\$2,400.00	\$120.00	\$4,800.00	\$84.00	\$3,360.00	\$107.00	\$4,280.00
	16	7040-A	FULL DEPTH PATCHES, PCC, 9 INCH	SY	170	\$150.00	\$25,500.00	\$91.48	\$15,551.60	\$170.00	\$28,900.00	\$180.00	\$30,600.00	\$140.00	\$23,800.00
	17	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$3,800.00	\$3,800.00	\$5,555.00	\$5,555.00
	18	9020-A	SOD	SY	230	\$35.00	\$8,050.00	\$17.25	\$3,967.50	\$22.00	\$5,060.00	\$16.00	\$3,680.00	\$26.00	\$5,980.00
	19	11020-A	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$8,900.00	\$8,900.00	\$14,510.00	\$14,510.00
Base Bid Total:							\$128,030.00		\$95,629.10		\$105,141.00		\$114,665.00		\$136,480.00

RESOLUTION NO. 2025-55

**A RESOLUTION AWARDING THE WILSHIRE BOULEVARD STORM SEWER
PROJECT TO JET DRAIN SERVICE**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Wilshire Boulevard Storm Sewer Project, hereafter referred to as “the project” is and;

WHEREAS, the City Council has held a public hearing on awarding the project on June 16, 2025.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Windsor Heights, Polk County, Iowa, that:

1. The City Council, hereafter referred to as “the Council”, believes the project is in the best interest of the City of Windsor Heights, Iowa, and the residents thereof.
2. The Council has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting.
3. The Council approves the plans and specifications prepared by Bolton and Menk, the City’s engineering firm.
4. The Council hereby accepts the bid from JET Drain Service in the amount of \$95,629.10 (ninety-five thousand six hundred twenty-nine dollars and ten cents) and awards the associated contracts to the same.
5. The Council finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of the City of Windsor Heights and its citizens, all as provided for in and permitted by Chapter 364 of the Code of Iowa.
6. All other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the Council as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law.

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Windsor Heights, Polk County, Iowa, that, after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance. That the City Administrator of Windsor Heights, Polk County, Iowa or City Clerk of Windsor Heights, Polk County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the City Council of the City of Windsor Heights, Polk County, Iowa to execute the contracts in

connection with the afore awarded construction project.

Passed and approved this 16th Day of June, 2025.

ATTEST:

Mike Jones, Mayor

Adam Strait, City Clerk

Wilshire Blvd Storm Sewer Project Schedule

5/15/2025



Design Timeline

- ☐ Preliminary Design (60% Design) (April, 2025)
- ☐ Final Design (April, 2025)
- ☐ Final Design Package (May, 2025)



Bidding Timeline

- ☐ Bid Package to City (May 15, 2025)
 - Signed Project Manual and Plans assembled by Bolton & Menk
 - Notice to Bidders assembled by Bolton & Menk
 - Public Hearing Notice assembled by Bolton & Menk
 - Resolution setting Public Hearing by City staff
- ☐ Council Meeting (May 19, 2025)
 - Set Public Hearing date and time
- ☐ Notice to Bidders (May 20, 2025)
 - Published at least once, not less than 13 or more than 45 days, before date for filing bids
 - Bolton & Menk to advertise on QuestCDN, Master Builders & Iowa League of Cities
 - City to advertise on City website
 - City to advertise in local newspaper/publication (if required by City)
- ☐ Notice of Public Hearing (Week(s) of June 2, 2025)
 - City to publish Notice at least once, not less than 4 or more than 20 days, prior to Public Hearing
- ☐ Bid Opening (June 10, 2025 @ 10:00 am in City Hall)
- ☐ Bid Award Recommendation to City (June 12, 2025)
 - Bolton & Menk to provide Letter of Recommendation to City
 - Bolton & Menk to provide Bid Tabulation to City
 - Bolton & Menk to return all bids including bonds to City

- City to return the checks or bidder's bonds of unsuccessful bidders to the bidders as soon as the successful bidder is determined or within 30 days, whichever is sooner.

☐ **Council Meeting (June 16, 2025)**

- Public Hearing for project
- Council adopts resolution approving plans, specifications, proposed form of contract and estimated total cost for the project.

☐ **Contracts Executed (June, 2025)**

- Bolton & Menk routes to Contractor
- Contractor signs and returns to Bolton & Menk with attachments
- Bolton & Menk to review and routes to City for signatures
- City obtains signatures and routes copies to Contractor and Bolton & Menk



Construction Timeline

- ☐ **Preconstruction Meeting (June, 2025)**
- ☐ **Estimated Construction Begins (July, 2025)**
- ☐ **Construction Substantially Complete (October 31, 2025)**

CITY OF WINDSOR HEIGHTS, IOWA

CONSTRUCTION PLANS FOR

WILSHIRE BLVD STORM SEWER

WINDSOR HEIGHTS, IA
MAY 2025

GOVERNING SPECIFICATIONS

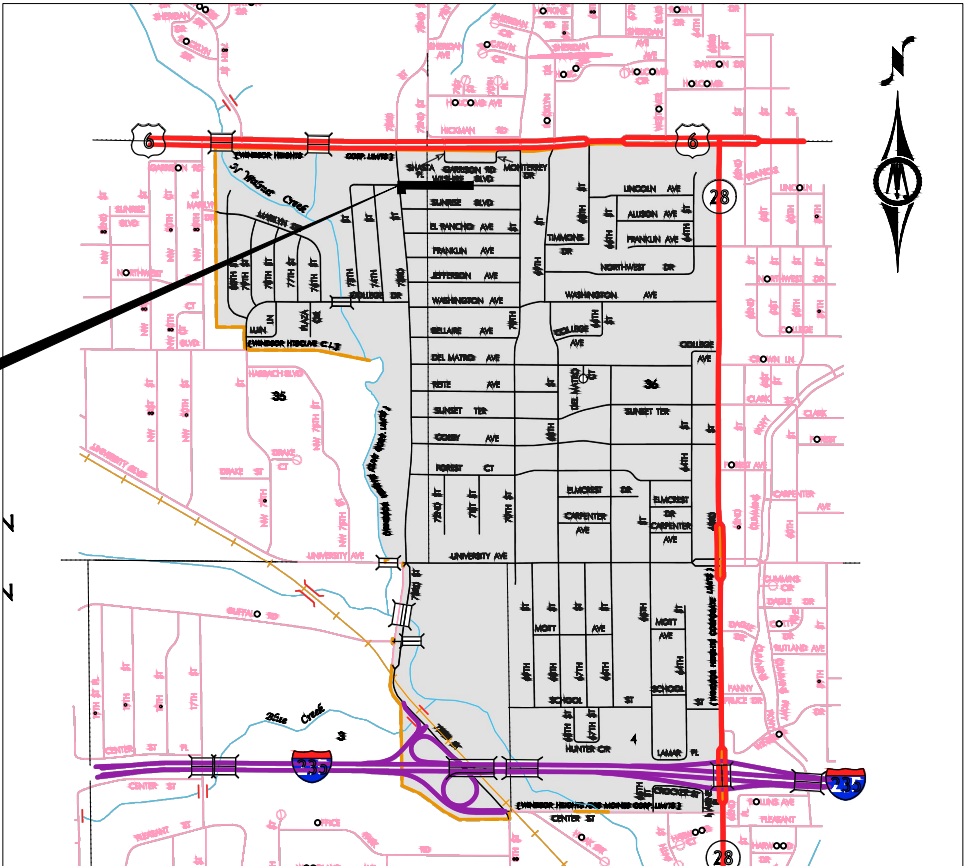
THE 2025 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

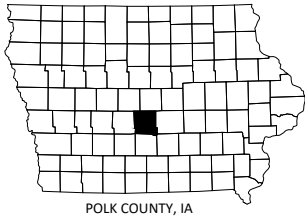
NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW, NOTIFY IOWA ONE CALL 1-800-292-8989



PROJECT LOCATION



MAP OF THE
CITY OF WINDSOR HEIGHTS
POLK COUNTY, IA



SHEET INDEX			
NUMBER	DESCRIPTION	REVISION	DATE REVISED
A.01	TITLE SHEET	0	5/14/2025
A.02	LEGEND SHEET	0	5/14/2025
B.01	TYPICAL DETAILS	0	5/14/2025
C.01	GENERAL NOTES	0	5/14/2025
C.02	QUANTITIES AND ESTIMATE REFERENCE NOTES	0	5/14/2025
D.01	WILSHIRE BLVD	0	5/14/2025
F.01	REMOVALS	0	5/14/2025
M.01	PLAN AND PROFILE - WILSHIRE	0	5/14/2025
S.01	ADA RAMP	0	5/14/2025

LICENSED PROFESSIONAL ENGINEER

JUSTIN L.,
ERNST,
23753

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.

Justin L. Ernst

JUSTIN L. ERNST, P.E.

LICENSE NUMBER: 23753 DATE: 5/14/2025

MY LICENSE RENEWAL DATE IS December 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:
ALL SHEET



430 E GRAND AVENUE, SUITE 101
DES MOINES, IA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
JLE	0	CONSTRUCTION PLANS	5/14/2025
DRAWN			
TJN			
CHECKED			
JLE			
CLIENT PROJ. NO.			
24X.135937.000			

WINDSOR HEIGHTS, IOWA
WILSHIRE BLVD STORM SEWER
TITLE SHEET

SHEET
A.01

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		SATELLITE DISH
	AIR CONDITION UNIT		SIGN TRAFFIC
	ANTENNA		SIGNAL CONTROL CABINET
	AUTO SPRINKLER CONNECTION		SOIL BORING
	BARRICADE PERMANENT		SIREN
	BASKETBALL POST		TELEPHONE BOOTH
	BENCH		TILE INLET
	BIRD FEEDER		TILE OUTLET
	BOLLARD		TILE RISER
	BUSH		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT POLE		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		
	REGULATION STATION GAS		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS
	LIGHT POLE

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1-800-292-8989

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GV	GATE VALVE	SAN	SANITARY SEWER
ADJ	ADJUST	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
ALT	ALTERNATE	HH	HANDHOLE	SERV	SERVICE
B-B	BACK TO BACK	HMA	HOT MIX ASPHALT	SHLD	SHOULDER
BLDG	BUILDING	HP	HIGH POINT	STA	STATION
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STD	STANDARD
BR	BEGIN RADIUS	HYD	HYDRANT	STM	STORM SEWER
BV	BUTTERFLY VALVE	I	INVERT	TC	TOP OF CURB
CB	CATCH BASIN	K	CURVE COEFFICIENT	TE	TEMPORARY EASEMENT
C&G	CURB AND GUTTER	L	LENGTH	TEMP	TEMPORARY
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TNH	TOP NUT HYDRANT
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TP	TOP OF PIPE
CL	CENTER LINE	LT	LEFT	TYP	TYPICAL
CL	CLASS	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CSP	CORRUGATED STEEL PIPE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CLVT	CULVERT	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL	WS	WATER SERVICE
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE		
E	EXTERNAL CURVE DISTANCE	PCC	PORTLAND CEMENT CONCRETE	AC	ACRES
ESMT	EASEMENT	PE	PERMANENT EASEMENT	CF	CUBIC FEET
ELEC	ELECTRIC	PED	PEDESTRIAN, PEDESTAL	CV	COMPACTED VOLUME
ELEV/EL	ELEVATION	PERF	PERFORATED PIPE	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERM	PERMANENT	EA	EACH
ER	END RADIUS	PI	POINT OF INTERSECTION	EV	EXCAVATED VOLUME
EX	EXISTING	PL	PROPERTY LINE	LB	POUND
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LF	LINEAR FEET
F-F	FACE TO FACE	PT	POINT OF TANGENT	LS	LUMP SUM
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	LV	LOOSE VOLUME
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SF	SQUARE FEET
FM	FORCEMAIN	R	RADIUS	SV	STOCKPILE VOLUME
FO	FIBER OPTIC	RCP	REINFORCED CONCRETE PIPE	SY	SQUARE YARD
F.O.	FIELD ORDER	RET	RETAINING		
GRAN	GRANULAR	R/W	RIGHT-OF-WAY		
GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT		
GU	GUTTER	RT	RIGHT		



430 E GRAND AVENUE, SUITE 101
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www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
JLE	0	CONSTRUCTION PLANS	5/14/2025
DRAWN			
TJN			
CHECKED			
JLE			
CLIENT PROJ. NO.			
24X.135937.000			

WINDSOR HEIGHTS, IOWA

WILSHIRE BLVD STORM SEWER

LEGEND SHEET

SHEET

A.02

NOTE: A LIST OF TYPICAL DETAILS AND FIGURES ARE PROVIDED FOR REFERENCE. INCLUDING BUT IS NOT LIMITED TO THE FOLLOWING SUDAS FIGURES.

Figure No.	Figure Title	Last Revised	Sheets
3010.103	Flexible Gravity Pipe Trench Bedding	4/20/2021	1
3010.104	Pressure Pipe Trench Bedding	4/20/2021	1
3010.105	Miscellaneous Pipe Bedding	4/17/2018	1
3010.901	Sewer Pipe Suport Over Existing Utility Line	10/21/2014	1
4020.211	Storm Sewer Pipe Connections	4/17/2018	1
7010.101	Joints	4/15/2025	8
7010.102	PCC Curb Details	4/21/2020	2
7010.103	Manholes in Boxouts in PCC Pavement	4/19/2022	1
7030.101	Concrete Driveway, Type A	2022 Edition	1
7030.204	General Features of an Accessible Sidewalk	10/20/2015	1
7030.205	General Sidewalk and Curb Ramp Details	10/20/2015	1
7030.207	Curb Ramp for Class B or C Sidewalk	10/16/2012	1
7030.21	Detectable Warning Placement	10/16/2012	1
7040.102	Full Depth PCC Patches Greater Than 15' Long	2022 Edition	1
8030.116	Street or Road Closure	10/17/2017	1
8030.119	Closure of Marked or Unmarked Crosswalk	10/17/2017	1

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DRAWN	TJN		
CHECKED	JLE		
CLIENT PROJ. NO.	24X.135937.000		

WINDSOR HEIGHTS, IOWA
WILSHIRE BLVD STORM SEWER
TYPICAL DETAILS

SHEET
B.01

STANDARD CONSTRUCTION NOTE:

1.

ALL IMPROVEMENTS, EXCEPT FOR WATER MAIN RELATED ITEMS, SHALL BE IN ACCORDANCE WITH THE 2025 EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2.

ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SUDAS SECTION 1050. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3.

PRIOR TO MOBILIZING OFF OF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SUDAS SECTION 1050.
4.

THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SUDAS SECTION 1070.
5.

THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SUDAS SECTION 1070.
6.

LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION AND IN ACCORDANCE WITH SUDAS SECTION 1070.
7.

THE CONTRACTOR SHALL UPDATE THE TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH SUDAS SECTION 1070, IF CONSTRUCTION ACTIVITIES DEVIATE FROM STAGING PLAN PROVIDED. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS TO THE CITY OF WINDSOR HEIGHTS PUBLIC SERVICES FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
8.

THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1070. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
9.

IN ACCORDANCE WITH SUDAS SECTION 1070, 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 PROPERTY. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL . THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
10.

THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH IOWA STATE CODE SECTION 355.6A AND SUDAS SECTION 1070.
11.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT ITS EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. 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 THERE OF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SUDAS SECTION 1070.
12.

THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. 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 WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SUDAS SECTION 1080.
13.

IF THE PROJECT IS SUBSTANTIALLY COMPLETE AND ONLY CLEANUP AND MINOR WORK ITEMS REMAIN FOR MORE THAN 30 CALENDAR DAYS, THE ENGINEER MAY RESTART CHARGING OF WORKING DAYS OR CHARGE PENALTIES EQUAL TO THE CONTRACT LIQUIDATED DAMAGES UNTIL ALL CORRECTIVE ACTION HAS BEEN COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1080.
14.

CONTRACTOR TO STORE EQUIPMENT WITHIN THE WORK ZONE AND NOT ON THE STREET. EMPLOYEES ARE NOT TO PARK IN AREAS WHERE THEY OCCUPY ON-STREET PARKING FOR RESIDENTS AFFECTED BY CONSTRUCTION.
15.

IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS CAUTIONED TO EXERCISE EXTREME CARE WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING OPERATIONS FOR THE PROPOSED PAVEMENT REMOVAL. ADJACENT PAVEMENT THAT IS CHIPPED OR DAMAGED DUE TO SAW OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S COST IN ACCORDANCE WITH THE PROJECT SPECIFICATION DETAILS FOR STREET EXCAVATION AND PAVEMENT REPLACEMENT. ALL SAW CUTS ADJACENT TO EXISTING PAVEMENT AND CURBS SHALL BE FULL DEPTH.
16.

THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NOT TO DAMAGE ADJACENT PAVEMENT, SIDEWALKS, DRIVES, MEDIANS, CURBS, STRUCTURES, AND OTHER AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AT NO COST TO THE OWNER.

UTILITY COORDINATION NOTES:

1.

CONTRACTOR TO POTHOLE EXISTING UTILITIES A MINIMUM OF 3 WEEKS PRIOR TO COMMENCING WORK TO DETERMINE IF ANY CONFLICTS EXIST. THIS IS CONSIDERED INCIDENTAL TO THE PROJECT. IMMEDIATELY REPORT ANY CONFLICTS TO THE ENGINEER.
2.

THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
3.

ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT SITE.
4.

IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.
5.

UTILITY CONTACT NUMBERS:

WINDSOR HEIGHTS PUBLIC WORKS
DES MOINES WATER WORKS
MID-AMERICAN ENERGY (ELECTRIC)
MID-AMERICAN ENERGY (GAS)
MID-AMERICAN ENERGY (ELECTRIC) - EMERGENCY
MID-AMERICAN ENERGY (GAS) - EMERGENCY
MEDIACOM
LUMEN
METRONET

ANDY LARSON (515-314-5690)
CARLA SCHUMACHER (515-323-6227)
TOBY KORNER (515-281-2951)
TOBY KORNER (515-281-2951)
1-800-799-4443
1-800-595-5325
TIM HAWKINS (515-991-3765)
ASHLIE CLEMENTS (906-284-2821)
JOSHUA MASSMAN

CSCHUMACHER@DMWW.COM
TOBIAS.KORNER@MIDAMERICAN.COM
TOBIAS.KORNER@MIDAMERICAN.COM

THAWKINS1@MEDIACOMMCC.COM
ASHLIE.CLEMENTS@LUMEN.COM
JOSHUA.MASSMAN@METRONET.COM

PROJECT SCHEDULE

1.

SUBSTANTIAL COMPLETION: 10/31/2025
LIQUIDATED DAMAGES: \$500 / CALENDAR DAY
2.

FINAL COMPLETION : 11/28/2025

COMMUNITY EVENTS

- AUGUST 5 - NATIONAL NIGHT OUT
- OCTOBER 3 & 4 - FALL FEST AT COLBY PARK WITH PARADE ROUTE ON WHILSHIRE.

PROJECT NOTES:

1.

THE CONTRACTOR WILL BE REQUIRED TO LIMIT WORK HOURS ON THE PROJECT FROM 7:00 A.M. TO 9:00 P.M., MONDAY THROUGH FRIDAY, 8 A.M. TO 5 P.M. ON SATURDAY AND NO WORK ON SUNDAYS, UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER.
2.

EXISTING SIDEWALKS WITHIN THE PROJECT ARE TO BE PROTECTED AND PEDESTRIAN ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
3.

CONTRACTOR SHALL STAGE WORK IN A MANNER TO MINIMIZE IMPACT TO RESIDENTS. CANNOT CLOSE ROAD AT BOTH LOCATIONS AT THE SAME TIME. TEMP GRAVEL MAYBE USED TO ALLOW TRAFFIC TO PASS (CONSIDERED INCIDENTAL).
4.

CONTRACTOR SHALL MAINTAIN ALL LOCAL ACCESS. ANY FULL OR PARTIAL DRIVEWAY REMOVALS SHALL BE COORDINATED WITH THE PROPERTY OWNER.
5.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION STAKING IN ACCORDANCE WITH SECTION 11,010 OF THE STANDARD SPECIFICATIONS AND SHALL COMPLY WITH IOWA CODE 355 AND IOWA ADMINISTRATIVE CODE SECTION 193C FOR THE REPLACEMENT OF ALL DISTURBED MONUMENTS WITHIN THE PROJECT AREA.
6.

CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
7.

THE CONTRACTOR SHALL LIMIT THEIR ACCESS TO THE PROJECT SITE.
8.

CONTRACTOR TO INFORM THE ENGINEER A MINIMUM OF 14 DAYS PRIOR TO WORK STARTING TO ENSURE PROPER NOTICE IS GIVEN TO NEARBY RESIDENTS. CONTRACTOR TO PROVIDE SCHEDULE WITH DATE AND TIME OF ROADWAY CLOSURE.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DISTURBED AREAS WITHIN THE PROJECT UNTIL STABILIZED. IF UNDESIRABLE VEGETATION IS ESTABLISHED BEFORE THE AREA IS SEEDED/SODDED OR STABILIZED, IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE ALL UNWANTED VEGETATION. FAILURE TO PROVIDE MAINTENANCE WITHIN THREE WORKING DAYS AFTER REQUESTED BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THEREOF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THEIR FINAL PAYMENT.
2.

CONTRACTOR SHALL MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY
3.

STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. IN DROUGHT-STRICKEN AREAS AND AREAS THAT HAVE RECENTLY RECEIVED SUCH HIGH AMOUNTS OF RAIN THAT SEEDING WITH FIELD EQUIPMENT IS IMPOSSIBLE AND INITIATING VEGETATIVE STABILIZATION IMMEDIATELY IS INFEASIBLE, ALTERNATIVE STABILIZATION MEASURES MUST BE EMPLOYED AS SPECIFIED BY THE DEPARTMENT. IN LIMITED CIRCUMSTANCES, STABILIZATION MAY NOT BE REQUIRED IF THE INTENDED FUNCTION OF A SPECIFIC AREA OF THE SITE NECESSITATES THAT IT REMAIN DISTURBED.
4.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;
5.

MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE TO PRECIPITATION AND STORM WATER. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE THE EXPOSURE TO PRECIPITATION AND TO STORM WATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSES LITTLE RISK OF STORM WATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE)
6.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.
7.

CONCRETE WASHOUTS SHALL BE PROVIDED ON SITE.
8.

QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION AT LEAST ONCE EVERY SEVEN CALENDAR DAYS. UNLESS EROSION IS EVIDENT OR OTHER CONDITIONS WARRANT THEM, REGULAR INSPECTIONS ARE NOT REQUIRED ON AREAS THAT HAVE BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION.
9.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM.
10.

EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.
11.

BASED ON THE RESULTS OF THE INSPECTION, POLLUTION PREVENTION MEASURES IDENTIFIED IN THE PLANS SHALL BE REVISED AT THE CONSTRUCTION SITE AS APPROPRIATE AS SOON AS PRACTICABLE AFTER THE INSPECTION AND TO THE PLAN AS SOON AS PRACTICABLE AFTER THE INSPECTION BUT IN NO CASE MORE THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION. IF THE PERMITTEE DETERMINES THAT MAKING THESE CHANGES AT THE CONSTRUCTION SITE OR TO THE PLAN LESS THAN 72 HOURS AFTER THE INSPECTION IS IMPRACTICABLE, THE PERMITTEE SHALL DOCUMENT IN THE PLAN WHY IT IS IMPRACTICABLE AND INDICATE AN ESTIMATED DATE BY WHICH THE CHANGES WILL BE MADE.
12.

A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED AND A NOTICE OF DISCONTINUATION HAS BEEN SUBMITTED TO THE DEPARTMENT.

TRAFFIC CONTROL NOTES:

1.

TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
2.

THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
3.

IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY ENGINEER.
4.

ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, REMOVED BY THE CONTRACTOR AND IN ACCORDANCE TO MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.
5.

PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
6.

THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER
7.

ORANGE SAFETY FENCE SHALL BE PLACED ENTIRELY ACROSS THE TRAVELED PORTION OF THE ROADWAY AT ALL LOCATIONS WHERE TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS ARE USED.
8.

SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
9.

ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
10.

AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
11.

THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.
12.

AT EACH SIDEWALK CLOSURE LOCATION PLACE TYPE II BARRICADES WITH "SIDEWALK CLOSED" SIGNS AT EACH CLOSURE END AND PLACE "SIDEWALK CLOSED AHEAD" SIGNS ALONG THE SIDEWALK AT NEAREST STREET INTERSECTIONS ON EACH SIDE OF THE CLOSURE LOCATION IN ACCORDANCE WITH THE MUTCD.



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DESIGNED	REV	DESCRIPTION	DATE
JLE	0	CONSTRUCTION PLANS	5/14/2025
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WINDSOR HEIGHTS, IOWA

WILSHIRE BLVD STORM SEWER

GENERAL NOTES

SHEET

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ESTIMATED PROJECT QUANTITIES - BASE BID					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
1	2010-D-1	TOPSOIL, ON-SITE	CY	18	
2	4020-A-1	STORM SEWER, TRENCHED, 24 INCH	LF	73	
3	4020-D	REMOVAL OF STORM SEWER, RCP, 15 INCH	LF	47	
4	4020-G	STORM SEWER ABANDONMENT, FILL AND PLUG, 15 INCH	LF	425	
5	4040-999-A	SUBDRAIN POP UP OUTLET	EA	2	
6	6010-999-A	INTAKE, NYLOPLAST 30 INCH	EA	2	
7	6010-E	MANHOLE ADJUSTMENT, MINOR	EA	1	
8	6010-G	CONNECTION TO EXISTING MANHOLE	EA	1	
9	6010-H	REMOVE INTAKE	EA	2	
10	7030-A-1	REMOVAL OF SIDEWALK	SY	20	
11	7030-A-3	REMOVAL OF DRIVEWAY	SY	40	
12	7030-E	SIDEWALK, PCC, 4 INCH	SY	20	
13	7030-E	SIDEWALK, PCC, 6 INCH	SY	7	
14	7030-G	DETECTABLE WARNING	SF	10	
15	7030-H-1	DRIVEWAY, PAVED, PCC, 6 INCH	SY	40	
16	7040-A	FULL DEPTH PATCHES, PCC, 9 INCH	SY	170	
17	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	
18	9020-A	SOD	SY	230	
19	11020-A	MOBILIZATION	LS	1	

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-D-1	TOPSOIL, ON-SITE TOPSOIL WITHIN THE GRADING LIMITS OF THE PROJECT SHALL BE STRIPPED, SALVAGED, AND RESPREAD AT A MINIMUM DEPTH OF 6". ITEM INCLUDES HAULING OFF-SITE TO STORE AND HAULING BACK IN IF NEEDED. SALVAGED TOPSOIL SHALL REMAIN WITHIN THE RIGHT-OF-WAY UNLESS AGREEMENTS MADE WITH THE PROPERTY OWNER. CONTRACTOR TO PAY FOR RESTORATION COST IF LOCATED OUTSIDE OF THE RIGHT OF WAY. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE.
2	4020-A-1	STORM SEWER, TRENCHED, 24 INCH STORM PIPE SHALL BE POLYPROPYLENE. VIDEO INSPECTION TO OCCUR PRIOR TO PAVING PER SUDAS 4060. POLYPROPYLENE STORM SEWER PIPE SHALL MEET SUDAS STANDARD SPECIFICATIONS, SECTION 4020, 2.01 - L AND SHALL BE INSALLED IN ACCORDANCE WITH SUDAS FOLLOWING FIGURE 3010.103 (SW-103). PIPE SHALL BE COMPATIBLE WITH NYLOPLAST INTAKE.
3	4020-D	REMOVAL OF STORM SEWER, RCP, 15 INCH INCLUDES PLUGGING HOLE IN INTAKE ON SUNRISE.
4	4020-G	STORM SEWER ABANDONMENT, FILL AND PLUG, 15 INCH FILL THE LINE TO BE ABANDONED WITH FLOWABLE MORTAR, FOAMED CELLULAR CONCRETE, OR CLSM BY GRAVITY FLOW OR PUMPING. CONTRACTOR TO CLEAN AN FILL THAT COMES TO THE SURFACE AND RESTORE THE AREA WITH TOPSOIL AND SEED IF NECESSARY.
5	4040-999-A	SUBDRAIN POP UP OUTLET THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIAL TO INSTALL 4" POP UP DRAINAGE EMITTER AT LOCATION SHOWN ON THE M SHEETS. REMOVING, MODIFYING, OR REPLACING 4" SUBDRAIN AS NECCESARY TO INSTALL SHALL BE INCIDENTAL. ANY RISER PIPE REQUIRED TO REACH GRADE SHALL BE INCIDENTAL TO THIS ITEM. ANY FITTINGS OR BENDS SHALL BE INCIDENTAL TO THIS ITEM. PROVIDE SHOP DRAWING FOR APPROVAL.
6	6010-999-X	INTAKE, NYLOPLAST 30 INCH THE DRAIN BASINS REQUIRED FOR THIS CONTRACT SHALL BE MANUFACTURED BY NYLOPLAST, A DIVISION OF ADVANCED DRAINAGE SYSTEMS, INC. ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL THE DRAIN BASIN (INTAKE) SHALL BE INCIDENTAL TO THIS ITEM. EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, COMPACTION, BASE, STRUCTURAL CONCRETE, REINFORCING STEEL, CASTINGS, AND ADJUSTMENT RINGS SHALL BE INCIDENTAL TO THIS ITEM. GRATES USED SHALL BE DOUBLE WIDE 2'X3' MODEL 3099CGR GRATES. GRATE SHALL MEET H-20 LOAD RATING. BASIN SIZE SHALL BE SIZED TO HOUSE 24" PIPE.
7	6010-E	MANHOLE ADJUSTMENT, MINOR CASTING TO BE TYPE F THREE-PIECE FLOATING CASTINGS WITH HEIGHT ADJUSTMENT MECHANISM IN PAVEMENT SHALL BE STAMPED WITH "SANITARY". ADJUSTING RINGS TO BE CRETEX PRO-RING OR APPROVED EQUAL.
8	6010-G	CONNECTION TO EXISTING MANHOLE
9	6010-H	REMOVE INTAKE THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIAL TO REMOVE EXISTING INTAKE INCLUDING REMOVAL OF CASTING, CONCRETE, AND REINFORCEMENT; PLACING AND COMPACTING SUITABLE BACKFILL AND GRADE TO FINISH GRADE.
10	7030-A-1	REMOVAL OF SIDEWALK ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.
11	7030-A-3	REMOVAL OF DRIVEWAY ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.

12	7030-E	SIDEWALK, PCC, 4 INCH CONCRETE WILL BE C-WR MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. NO EXTRA PAYMENT FOR COLD WEATHER PAVING.
13	7030-E	SIDEWALK, PCC, 6 INCH UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, MINOR GRADE ADJUSTMENTS AT DRIVEWAYS AND OTHER INTERSECTIONS, SUBGRADE PREPARATION, FORMWORK, ADDITIONAL THICKNESS AT THICKENED EDGES, JOINTING, SAMPLING, SLOPE AND SMOOTHNESS TESTING AND CORRECTION, AND TESTING. CONCRETE WILL BE C-WR MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER.
14	7030-G	DETECTABLE WARNING DETECTABLE WARNINGS SHALL MEET CURRENT PROWAG STANDARDS. DOMES TO BE BRICK RED CAST IRON.
15	7030-H-1	DRIVEWAY, PAVED, PCC, 6 INCH CONCRETE WILL BE C-WR MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. NO EXTRA PAYMENT FOR COLD WEATHER PAVING.
16	7040-A	FULL DEPTH PATCHES, PCC, 9 INCH UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF EXISTING PAVEMENT REGARDLESS OF THICKNESS, REMOVAL OF ANY REINFORCING, FINAL TRIMMING OF SUBGRADE OR SUBBASE, INTEGRAL CURB, BARS AND REINFORCEMENT, JOINTS AND SEALING, SURFACE CURING AND PAVEMENT PROTECTION, SAFETY FENCING, CONCRETE FOR RIGID HEADERS, BOXOUTS FOR FIXTURES. NO EXTRA PAYMENT FOR COLD WEATHER PAVING. CONCRETE WILL BE C-WR MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. THICKNESS SHOWN INCLUDES EXTRA 2 INCHES PER SUDAS DETAIL.
17	8030-A	TEMPORARY TRAFFIC CONTROL LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING AS SHOWN IN THE CONTRACT DOCUMENTS; REMOVAL AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS. WHEN REQUIRED IN THE CONTRACT DOCUMENTS, THE FOLLOWING ARE ALSO INCLUDED IN TRAFFIC CONTROL UNLESS A SEPARATE BID ITEM IS PROVIDED: PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOT CARS.
18	9020-A	SOD SOD ALL AREAS DISTURBED BY CONSTRUCTION UNLESS INDICATED ON PLANS. COST FOR WATERING SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, AND REWORK, INCLUDING REGRADING AND ADJUSTING GRADING, ARE CONSIDERED INCIDENTAL TO THIS ITEM. CONTRACTOR RESPONSIBLE FOR PROTECTING ALL SODDED AREAS THRU ESTABLISHMENT AND ACCEPTANCE. CONTRACTOR RESPONSIBLE FOR MOWING AND MAINTAINING SODDED AREAS UNTIL PROJECT IS ACCEPTED BY OWNER. SODDING OF AREAS OUTSIDE OF CONSTRUCTION LIMITS SHALL BE RESPONSIBILITY OF CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
19	11020-A	MOBILIZATION THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.



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DESIGNED	REV	DESCRIPTION	DATE
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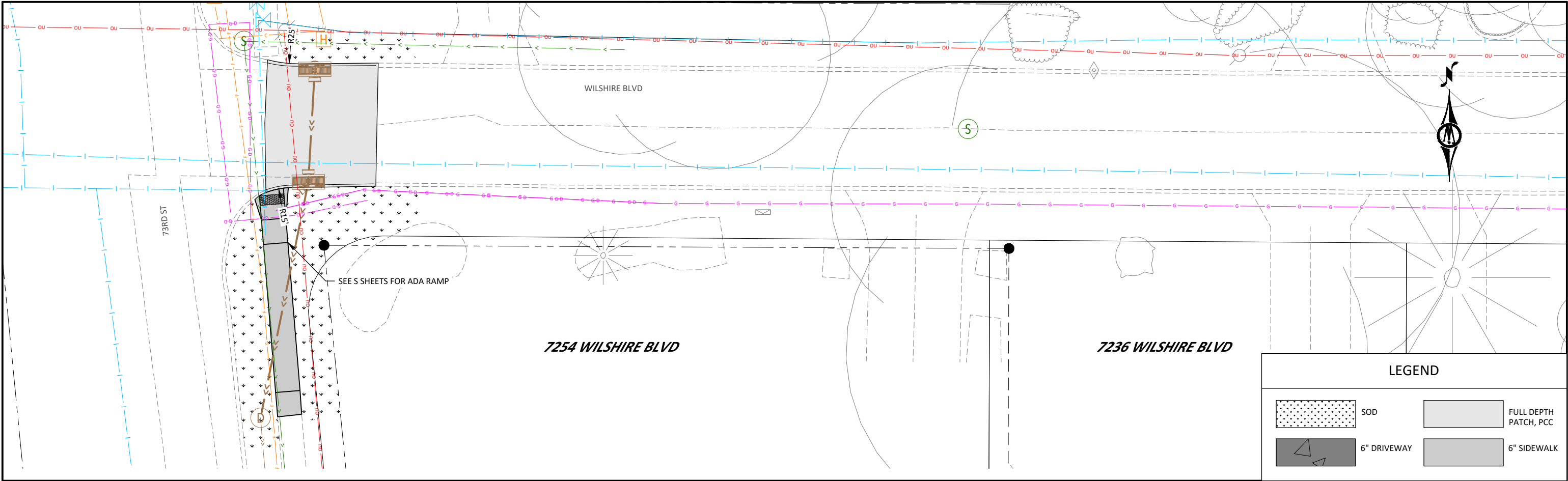
WINDSOR HEIGHTS, IOWA

WILSHIRE BLVD STORM SEWER

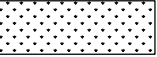
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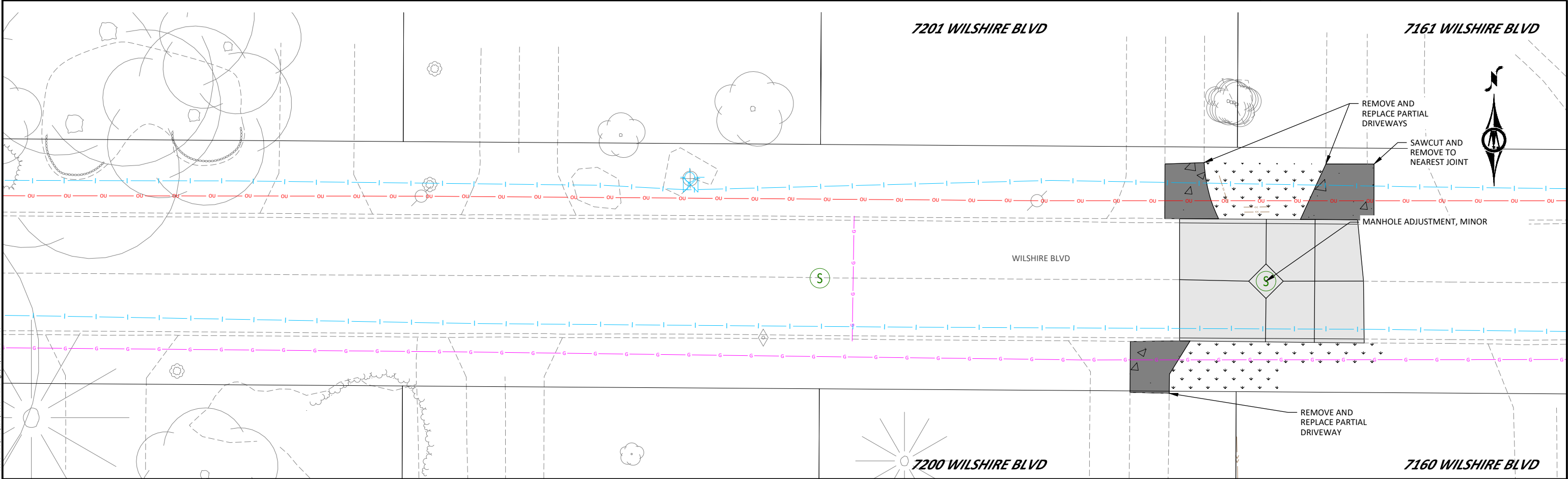
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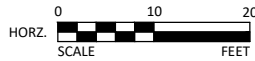
 6" DRIVEWAY

 FULL DEPTH PATCH, PCC

 6" SIDEWALK



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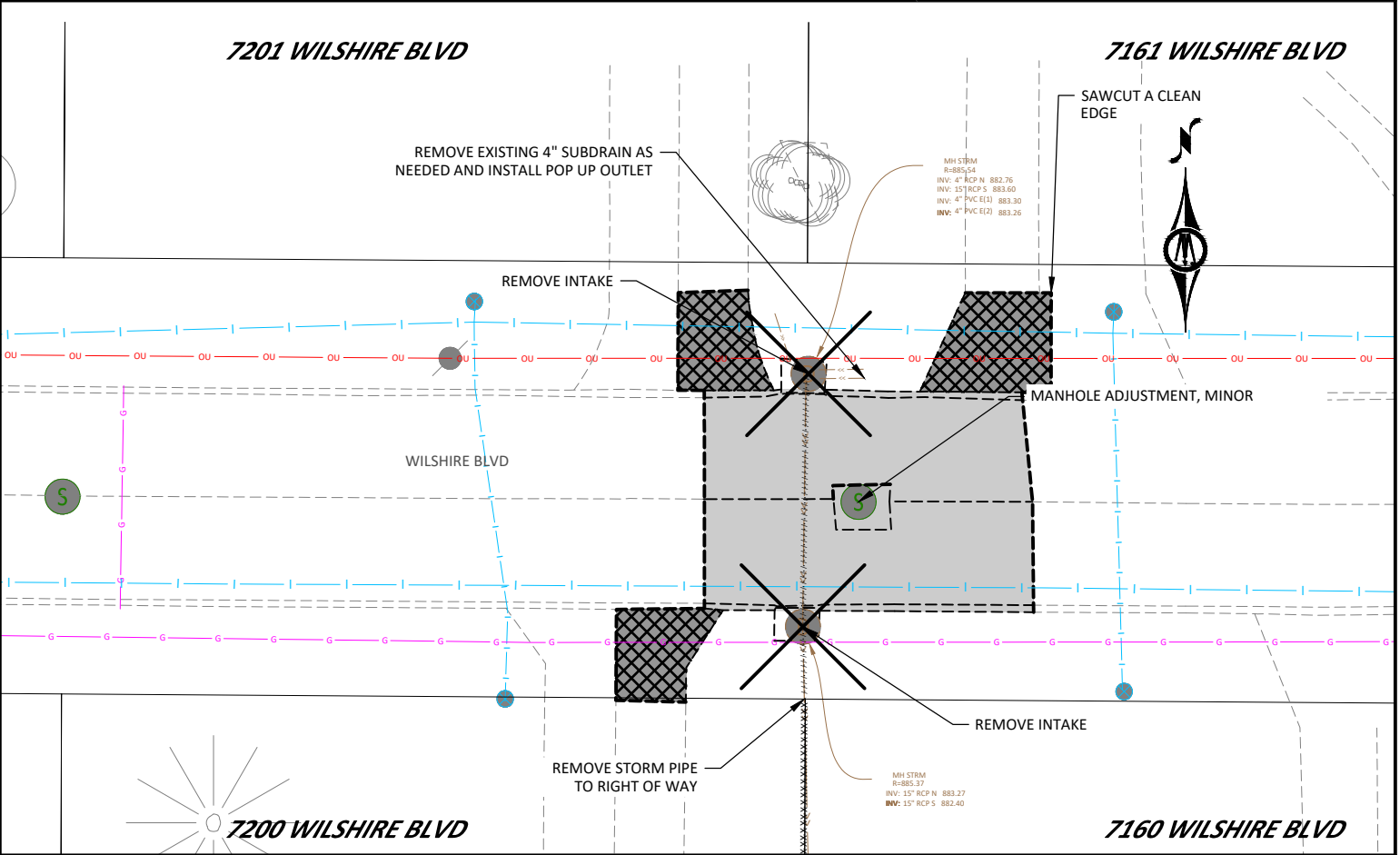
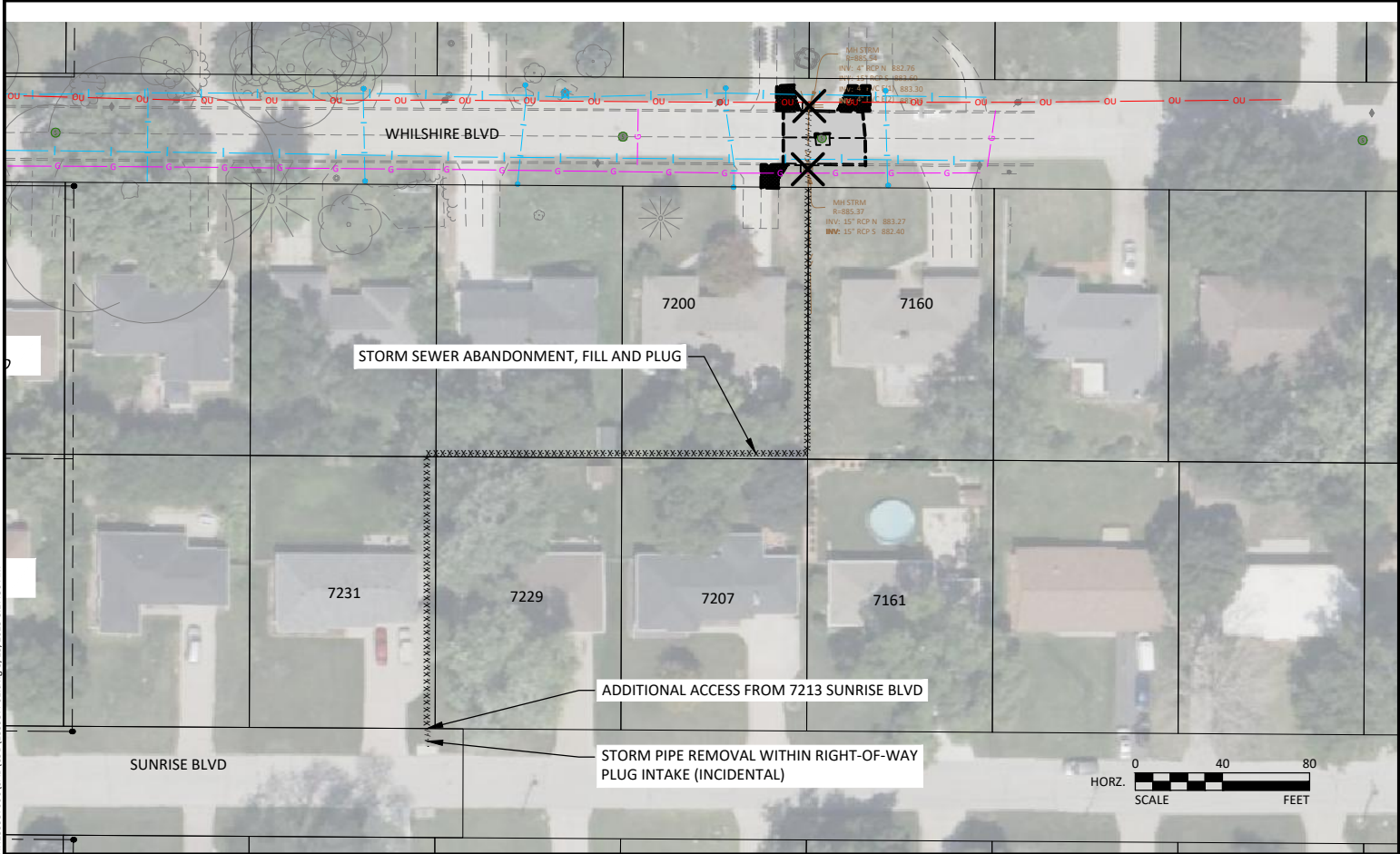
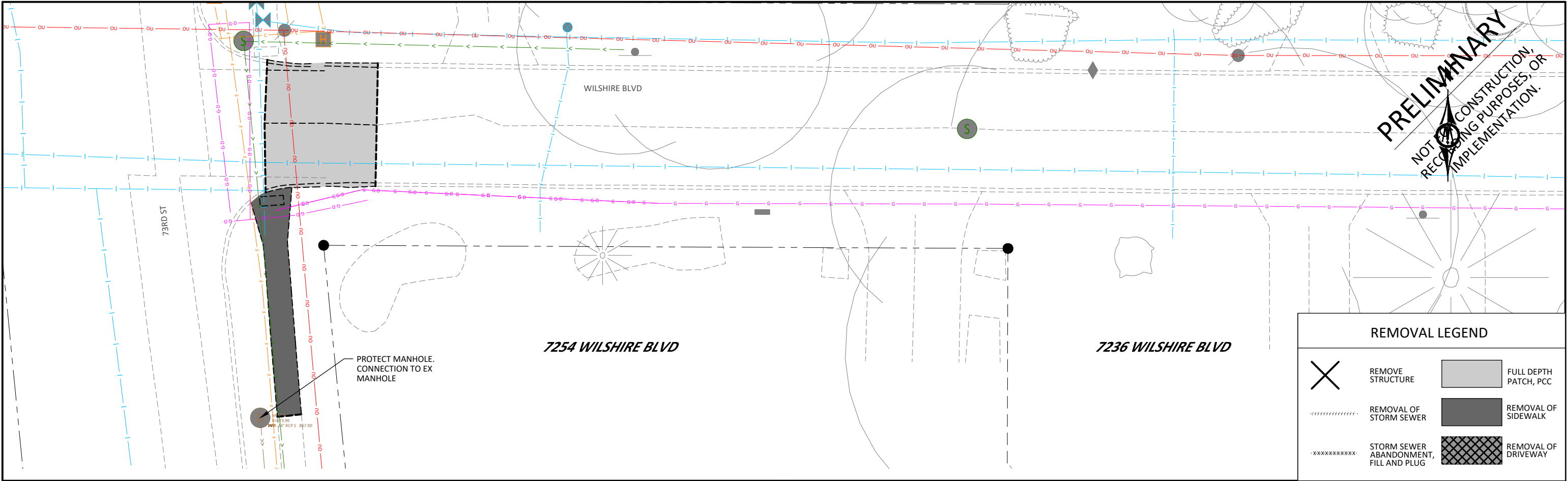
**BOLTON
& MENK**

430 E GRAND AVENUE, SUITE 101
DES MOINES, IA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

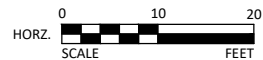
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DRAWN			
TJN			
CHECKED			
JLE			
CLIENT PROJ. NO.			
24X.135937.000			

WINDSOR HEIGHTS, IOWA
WILSHIRE BLVD STORM SEWER
PLAN - WILSHIRE BLVD

SHEET
D.01



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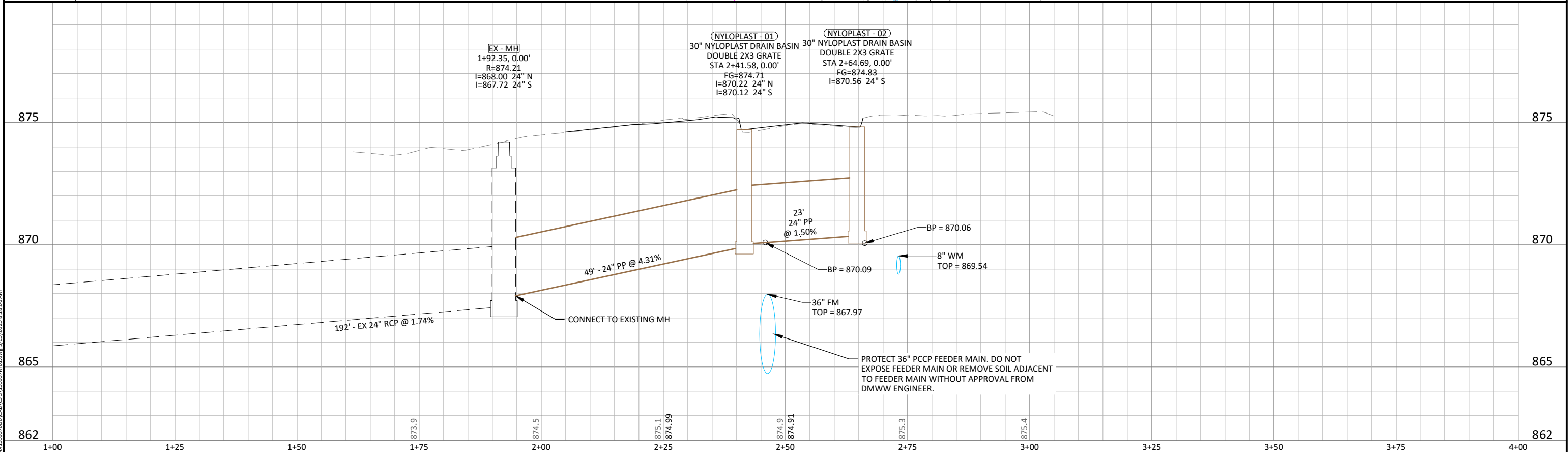
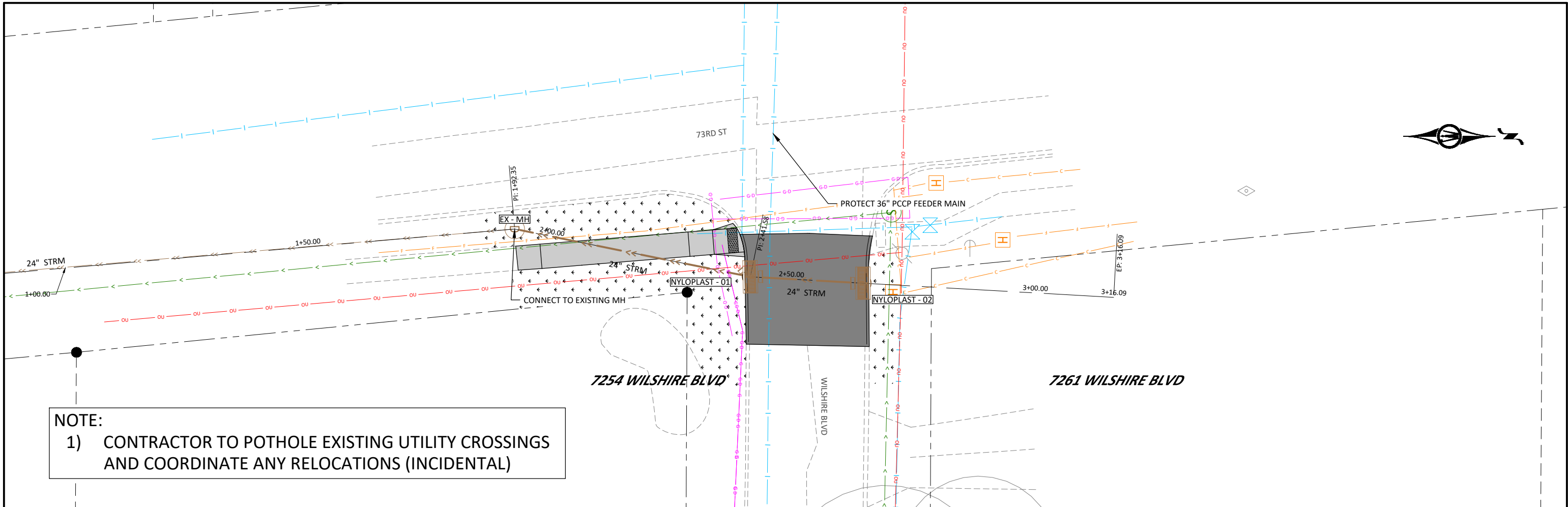


430 E GRAND AVENUE, SUITE 101
DES MOINES, IA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

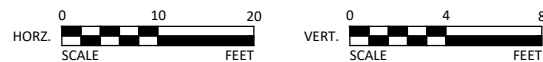
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DRAWN			
TJN			
CHECKED			
JLE			
CLIENT PROJ. NO.			
24X.135937.000			

WINDSOR HEIGHTS, IOWA
WILSHIRE BLVD STORM SEWER
REMOVALS

SHEET
F.01



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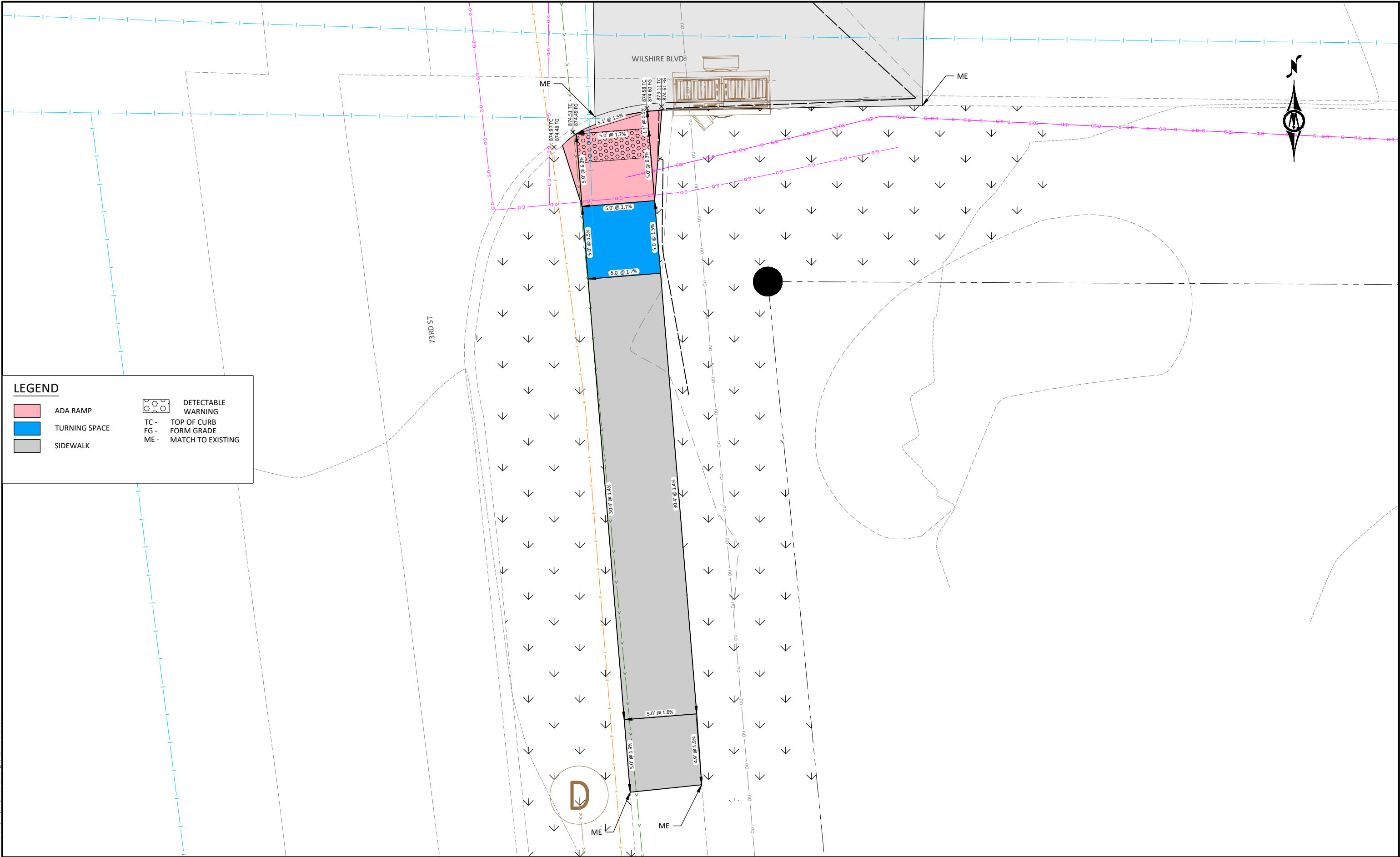


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Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	JLE	REV	DESCRIPTION	DATE
DRAWN	TJN	0	CONSTRUCTION PLANS	5/14/2025
CHECKED	JLE			
CLIENT PROJ. NO.	24X.135937.000			

WINDSOR HEIGHTS, IOWA
WILSHIRE BLVD STORM SEWER
STORM SEWER PLAN & PROFILE - WILSHIRE BLVD

SHEET
M.01



LEGEND

ADA RAMP

TURNING SPACE

SIDEWALK

DETECTABLE WARNING

TC - TOP OF CURB

FG - FORM GRADE

ME - MATCH TO EXISTING

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WINDSOR HTS, IA 24X.135937.000.dwg 5/15/2025 8:15:20 AM



BOLTON & MENK

430 E GRAND AVENUE, SUITE 101
DES MOINES, IA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
JLE	0	CONSTRUCTION PLANS	5/14/2025
DRAWN			
TJN			
CHECKED			
JLE			
CLIENT PROJ. NO.			
24X.135937.000			

WINDSOR HEIGHTS, IOWA
WILSHIRE BLVD STORM SEWER
ADA COMPLIANCE

SHEET
S.01

City of Windsor Heights Regular Business Meeting Minutes
Monday, June 2, 2025 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Mike Jones called the meeting to order at 6:00 PM. Members present: Michael Libbie, Susan Skeries, and Lauren Campbell. Members absent: Joseph Jones and Threase Harms. Staff present: City Administrator Adam Plagge, City Attorney Erin Clanton, City Clerk Adam Strait, Fire Chief Jim Mease, Fire Chief Pete Roth, Public Works Director Andy Larson, City Engineer Justin Ernst

2. Approval of the Agenda

Motion by Michael Libbie to APPROVE. Seconded by Susan Skeries. Motion passed 3-0.

3. Public Forum: This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.

Bob Bishop, 1128 64th Street - Praised city improvements and recognized Susan Skeries for her hard work for the community.

4. Consent Agenda: Any item on the Consent Agenda may be removed for separate consideration.

Motion by Michael Libbie to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

- A. Approve Minutes of the Regular Council Meeting on May 19, 2025
- B. Approve Financial Reports
- C. Approve Resolution No. 2025-51 - A Resolution Accepting City of Windsor Heights Public Art Plan
- D. Approve Resolution No. 2025-52 A Resolution in Support of the Des Moines Area Metropolitan Planning Organization Multijurisdictional Application to the U.S. DOT's Safe Streets and Roads for All (SS4A) Grant Program

5. Action Items:

- A. Consideration of Resolution No. 2025-53 A Resolution Approving and Authorizing Execution of a Lease and Service Agreement with Safe Haven Baby Boxes, INC
Jim Mease presented the item. Discussion centered on the continued maintenance and training staff for the baby box. Mease spoke about the plans for developing training, daily checklists, and partnering with the Police Department for assistance when the fire crew is on call, though it would be primarily cared for by the Fire Department. Safe Haven does provide templates for procedures to adapt to the department. The baby box will be installed along the south wall of the public safety building with the Knights of Columbus covering the installation fee and annual fee. Motion by Michael Libbie to APPROVE. Seconded by Susan Skeries. Motion passed 3-0.
- B. Discussion on 74th Street Storm Sewer Project and Consideration of Authorizing Staff to Enter Into an Agreement to Complete 74th Street Storm Sewer Cleaning
Justin Ernst presented the item. The project is focusing on cleaning out debris to assess the condition of the pipe and determine whether it can be lined or replaced. The project

involves a budget of up to \$50,000 for cleaning, with additional funds allocated for stormwater work as part of the 74th Street reconstruction. The team plans to move forward quickly with the cleaning to evaluate the pipe's condition and proceed with the reconstruction project next year. Andy Larson also spoke about a plan to create a system maintenance and inspection plan going forward. Discussion also took place about replacing the open-air system with a buried pipe. Staff did not recommend this as it would require significant excavation and cause great disruption to residents since the system runs through backyards. Staff will explore fencing or guards as an alternative. Public Works would be responsible for the maintenance. Council provided direction for staff to enter into an agreement for the cleaning.

C. Consideration of Traffic Signal Repairs at 3E & 73rd Street

Justin Ernst presented the item. The project will focus on replacing outdated detection systems with camera-based technology and adding a battery backup system. The equipment being used was strategically planned to be compatible with improvements being made during the upcoming 73rd Street Phase 2 reconstruction project. Andy Larson spoke about how the improvements will integrate with future upgrades which will help the Public Works teams management of the City's overall traffic system for better maintenance and response capabilities. Motion by Susan Skeries to APPROVE. Seconded by Michael Libbie. Motion passed 3-0.

D. Discussion on Park Hours

Andy presented the item. Staff proposed changes to park hours, aiming to adjust from sunrise to sunset, with exceptions for rentals, special authorizations, and city functions. Discussion focused on changes being prompted by vandalism and park safety. Pete Roth spoke about how the Police Department typically patrols the park, noting that it would be easier with signs posted. He also stated that officers were in support of the proposed changes. Council was supportive of having rules posted, which would be helpful during special events when there is a large number of people in the park. Staff will produce signs to post and include ordinance changes in the current code review project.

6. **Reports:**

A. Mayor, Council Reports and Committee Updates, and Administration Reports

Council Member Lauren Campbell reported that her photography business sponsored the Chamber's Central Iowa Business Conference and thanked Susan for representing her and engaging potential future sponsors for city events. She expressed appreciation to City staff, Public Works, Fire, Police, and Bolton & Menk for their efforts in the successful splash pad ribbon cutting, highlighting Susan's remarks and the participation of Jason, Nate, and Representative Jennifer Konfrst. Campbell also praised the Touch-a-Truck event, noting Susan's partnership with the new Children's Museum and the overwhelmingly positive feedback from attendees and museum staff, with interest in future collaboration. She concluded by congratulating Chief Roth on being named Iowa Police Chiefs Association Law Enforcement Executive of the Year.

Council Member Michael Libbie reported on his participation in the Central Iowa Business Conference, where he worked alongside Tiffany and others to interview high-profile speakers. He described the event as one of the most successful he has been involved in during his five years of engagement. He noted the Urbandale Chamber's efforts to enhance the small business training portion of the conference, including a presentation by Strategic America on SEO and related topics. Libbie also commented on the success of the Touch-a-Truck event, complimenting Susan's visible efforts and the planning involved. Lastly, Libbie reflected on the personal significance of attending the meeting on the first day of Shavuot, a Jewish holiday marking the giving of the Torah, and acknowledged its influence

on legal traditions and leadership values, expressing gratitude for being present despite the conflict.

Council Member Susan Skeries reported a busy two weeks, including organizing and attending a Women in Government meeting in Bondurant, with the next meeting scheduled for August in Windsor Heights to discuss homelessness. She attended the Central Iowa Business Conference, where she gained insights on artificial intelligence and heard from Dr. Ian Roberts of Des Moines Public Schools. She also visited the Public Works Open House, welcomed new staff, and promoted the Touch-a-Truck event during the AM Exchange, resulting in potential new sponsorships. Skeries highlighted a productive meeting with Walmart, who will have a seat on the Special Events Committee. Much of her recent work has focused on planning Touch-a-Truck and the June 6th Movie in the Park, which features The Lion King. She praised the splash pad ribbon cutting and the strong community turnout at Touch-a-Truck, thanking Ashlyn from the Des Moines Children's Museum, city staff, council colleagues, public safety personnel, and sponsors for their support. She noted efforts are already underway to expand next year's event. Looking ahead, she reminded everyone of the upcoming State of the City Breakfast (June 6, 8:30 AM), Movie in the Park (June 6, 8:30 PM), Bankers Trust Lunch (July 11), Wind Down Windsor Heights (June 12), the community garage sale (June 6–7), and Spring Cleanup (June 14).

City Administrator Adam Plagge noted that staff walked The Windsor in the afternoon. They are wrapping up some improvements to the storm sewer system.

i Mayor's Report

7. **Adjourn** Immediately following the regular Council meeting, Council will have an exempt session pursuant to Iowa Code section 20.17(3)—Negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of chapter 21.

Motion by Susan Skeries to adjourn at 6:43 PM. Seconded by Michael Libbie. Motion passed 3-0.

Mike Jones, Mayor

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**
June 16, 2025

TO: CITY COUNCIL
FROM: Rachelle Swisher, Finance Director
SUBJECT: Approve Financial Reports

GENERAL INFORMATION

ATTACHMENTS

1. Claims Summary Report



CITY OF WINDSOR HEIGHTS

06/12/25 11:35 AM

Page 1

*Check Summary Register©

Batch: PAY20250112.00,PAY20250112.01,060425PAY,PRL-060625,PRLSUP6/6,060525PAY,060625PAY

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301e	MIDAMERICAN ENERGY CO	6/4/2025	\$26.16	6410 HICKMAN RD
302e	MIDAMERICAN ENERGY CO	6/4/2025	\$10.00	1804 73RD ST
303e	MIDAMERICAN ENERGY CO	6/4/2025	\$10.00	1443 73RD ST
304e	MIDAMERICAN ENERGY CO	6/4/2025	\$47.76	6440 HICKMAN RD
305e	MIDAMERICAN ENERGY CO	6/4/2025	\$53.71	6900 SCHOOL ST
306e	MIDAMERICAN ENERGY CO	6/4/2025	\$33.16	1145 73RD ST
307e	MIDAMERICAN ENERGY CO	6/4/2025	\$24.65	2227 63RD ST
308e	MIDAMERICAN ENERGY CO	6/4/2025	\$24.99	6900 SCHOOL ST
309e	MIDAMERICAN ENERGY CO	6/4/2025	\$78.26	6739 UNIV AVE
310e	MIDAMERICAN ENERGY CO	6/4/2025	\$24.58	7290 UNIV AVE
311e	MIDAMERICAN ENERGY CO	6/4/2025	\$105.82	6540 UNIV AVE
312e	MIDAMERICAN ENERGY CO	6/4/2025	\$657.30	6900 SCHOOL ST
313e	MIDAMERICAN ENERGY CO	6/4/2025	\$147.25	6800 SCHOOL ST
314e	MIDAMERICAN ENERGY CO	6/4/2025	\$23.75	7116 UNIV AVE
315e	MIDAMERICAN ENERGY CO	6/4/2025	\$18.53	951 73RD ST
316e	MIDAMERICAN ENERGY CO	6/4/2025	\$24.58	7001 UNIV AVE
317e	MIDAMERICAN ENERGY CO	6/4/2025	\$26.70	6300 UNIV AVE
318e	MIDAMERICAN ENERGY CO	6/4/2025	\$557.66	1133 66TH ST
319e	MIDAMERICAN ENERGY CO	6/4/2025	\$13.92	1601 73RD ST
320e	MIDAMERICAN ENERGY CO	6/4/2025	\$24.23	1140 73RD ST
321e	MIDAMERICAN ENERGY CO	6/4/2025	\$28.30	801 73RD ST
322e	MIDAMERICAN ENERGY CO	6/4/2025	\$3,202.40	STREET LIGHTS
323e	MIDAMERICAN ENERGY CO	6/4/2025	\$39.53	6800 SCHOOL ST
324e	FEDERAL TAX DEPOSIT	6/4/2025	\$1,078.84	Vendor Liability
325e	STATE OF IOWA	6/4/2025	\$60.46	Vendor Liability
326e	ICMA RETIREMENT TRUST	6/4/2025	\$2,359.51	Vendor Liability
327e	MANHATTANLIFE	6/4/2025	\$111.29	Vendor Liability
328e	ASSURITY	6/4/2025	\$281.53	Vendor Liability
329e	FEDERAL TAX DEPOSIT	6/4/2025	\$29,216.24	Vendor Liability
330e	ISOLVED BENEFIT SERVICES	6/4/2025	\$1,818.52	Vendor Liability
331e	STATE OF IOWA	6/4/2025	\$2,836.03	Vendor Liability
332e	CLEARFLY	6/5/2025	\$182.69	CELL PHONES
333e	DAIDA	6/5/2025	\$545.53	RADIX
334e	DELTA DENTAL OF IOWA	6/5/2025	\$3,316.00	DENTAL/VISION INSURANCE
335e	ISOLVED BENEFIT SERVICES	6/5/2025	\$58.80	FSA FEES
336e	VERIZON WIRELESS	6/5/2025	\$292.46	CELL PHONES
58599	AMAZON CAPITAL SERVICES	6/5/2025	\$143.31	USE CREDIT ON ACCOUNT
58600	BOLTON & MENK	6/5/2025	\$7,788.00	PLANNING SERVICES
58601	BRICK GENTRY PC	6/5/2025	\$7,812.80	MAY LEGAL FEES
58602	BULLZEYE, INC	6/5/2025	\$4,152.00	MAY CEC CLEANINGS
58603	CATCH DES MOINES	6/5/2025	\$884.97	MAY 2025 HOTEL/MOTEL TAX
58604	CHARLES & RUTH COLBY DEV T	6/5/2025	\$40,721.50	DEVELOPMENT AGREEMENT - ALDI
58605	CHARLES GABUS FORD	6/5/2025	\$1,768.71	CAR 29 REPAIRS
58606	CLIVE POWER EQUIP.	6/5/2025	\$141.64	SAW FUEL
58607	CRYSTAL CLEAR WATER CO.	6/5/2025	\$9.99	WATER
58608	DES MOINES WATER WORKS	6/5/2025	\$41.27	1200 66TH ST
58609	DIAMOND VOGEL, INC	6/5/2025	\$143.98	PAINT
58610	FAST SIGNS	6/5/2025	\$368.92	C559 GRAPHICS
58611	HOTT OFF THE PRESS	6/5/2025	\$1,698.58	MAY NEWSLETTER
58612	IMWCA	6/5/2025	\$13,575.00	WORK COMP PREMIUM DEPOSIT
58613	INTERSTATE ALL BATTERY	6/5/2025	\$58.00	BATTERIES



CITY OF WINDSOR HEIGHTS

06/12/25 11:35 AM

Page 2

*Check Summary Register©

Batch: PAY20250112.00,PAY20250112.01,060425PAY,PRL-060625,PRLSUP6/6,060525PAY,060625PAY

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58615	MELODY, COLLIN	6/5/2025	\$121.51	CLOTHING ALLOWANCE
58616	MERCY ONE CLIVE PHARMACY	6/5/2025	\$122.72	MEDICATIONS
58617	METRO WASTE AUTHORITY	6/5/2025	\$31,411.87	CURB IT FEES
58618	METRONET	6/5/2025	\$417.81	INTERNET
58619	MIDWEST BREATHING AIR SYST	6/5/2025	\$760.28	ANNUAL SCBA COMPRESSOR TESTING
58620	PREMIER AUTOMOTIVE	6/5/2025	\$64.20	CAR 36 TIRE PATCHES
58621	QPS EMPLOYMENT GROUP	6/5/2025	\$1,267.20	HANKINS, ALLIE 5/17/25
58622	RISSI ELECTRIC	6/5/2025	\$1,276.03	PSB ELECTRICAL UPDATE
58623	SAFE BUILDING COMPLIANCE	6/5/2025	\$4,427.56	BUILDING INSPECTIONS
58624	STANDARD INSURANCE COMPA	6/5/2025	\$2,498.75	LIFE/STD/LTD INS
58625	STAPLES	6/5/2025	\$92.52	SUPPLIES
58626	THE SHREDDER	6/5/2025	\$60.00	CH ONSITE SHREDDING
58627	TRANSUNION RISK & ALTERNAT	6/5/2025	\$75.00	MAY BILLING
58628	ZWC CONDO ASSOC	6/5/2025	\$556.38	PEST CONTROL/IRRIGATION
58629	BREESE, TAMMY	6/6/2025	\$80.00	MAY CELL PHONE
58630	IRLBECK, MICHAEL	6/6/2025	\$80.00	MAY CELL PHONE
58631	JOHNSON, KYLE	6/6/2025	\$80.00	MAY CELL PHONE
58632	LARSON, ANDY	6/6/2025	\$80.00	MAY CELL PHONE
58633	LEUTHOLD, NATE	6/6/2025	\$80.00	MAY CELL PHONE
58634	MEASE, JIM	6/6/2025	\$80.00	MAY CELL PHONE
58635	NORRIS, CHAD	6/6/2025	\$80.00	MAY CELL PHONE
58636	PLAGGE, ADAM	6/6/2025	\$80.00	MAY CELL PHONE
58637	ROBERTS, JASON	6/6/2025	\$80.00	MAY CELL PHONE
58638	ROTH, PETE	6/6/2025	\$80.00	MAY CELL PHONE
58639	STRAIT, ADAM	6/6/2025	\$80.00	MAY CELL PHONE
58640	SWISHER, RACHELLE	6/6/2025	\$80.00	MAY CELL PHONE
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500532e	Bi-Weekly ACH	6/6/2025	\$4,000.95	
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**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License - Thirsty Pig - 6900 School Street

GENERAL INFORMATION

The following licenses for Thirsty Pigs will be approved. These are for Nights in the Heights events taking place at Colby Park.

1. App-222588 for the dates of June 23 to July 6
2. App-222595 for the dates of July 8 to July 21
3. App-222596 for the dates of July 22 to August 4

ATTACHMENTS

1. Thirsty Pigs App-222596
2. Thirsty Pigs App-222595
3. Thirsty Pigs App-222588



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
THIRSTY PIGS LLC	thirsty pigs	(515) 203-0773		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
6900 School Street		Windsor Heights	Polk	50324
MAILING ADDRESS	CITY	STATE	ZIP	
po box 91	madrid	Iowa	50156	

Contact Person

NAME	PHONE	EMAIL
jay kennedy	(515) 203-0773	info@thirstypigs.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	14 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jay Kennedy	madrid	Iowa	50156	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

July 22, 2025

POLICY EXPIRATION DATE

Aug 5, 2025

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

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
THIRSTY PIGS LLC	thirsty pigs llc	(515) 203-0773		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
6900 School Street		Windsor Heights	Polk	50324
MAILING ADDRESS	CITY	STATE	ZIP	
po box 91	madrid	Iowa	50156	

Contact Person

NAME	PHONE	EMAIL
jay kennedy	(515) 203-0773	info@thirstypigs.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	14 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jay Kennedy	madrid	Iowa	50156	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

July 8, 2025

POLICY EXPIRATION DATE

July 22, 2025

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

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
THIRSTY PIGS LLC	Thirsty Pigs	(515) 203-0773		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
6900 School Street		Windsor Heights	Iowa	50311
MAILING ADDRESS	CITY	STATE	ZIP	
po box 91	madrid	Iowa	50156	

Contact Person

NAME	PHONE	EMAIL
Jay Kennedy	(515) 203-0773	info@thirstypigs.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	14 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jay Kennedy	madrid	Iowa	50156	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

June 23, 2025

POLICY EXPIRATION DATE

July 7, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



STAFF REPORT
CITY COUNCIL
June 16, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 11

GENERAL INFORMATION

ATTACHMENTS

1. LTR-73rd Street-Pay App 11
2. payment_11_20250604



**BOLTON
& MENK**

Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

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Bolton-Menk.com

June 9, 2025

Mr. Adam Plagge
City Administrator
City of Windsor Heights, Iowa

RE: 73rd Street Phase 1
STP-U-8477(615)—70-77
Pay Request 11

Dear Mr. Plagge:

Submitted for your approval is Pay Request 11 for the above-mentioned project. Pay Request 11 is for a total payment of \$203,072.56. The total payments to date: \$2,460,673.95. Please see Pay Request 11 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 11. Upon approval of Pay Request 11, City Clerk or City Administrator to electronically sign in DocExpress and mail payment to the Absolute Concrete Construction, Inc.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, PE
Municipal Assistant Practice Leader | Principal



City of Windsor Heights - Iowa

Detailed Payment

77-8477-615

Description	STP-U-8477(615)--70-77, Letting Date- March 19, 2024 73rd st Phase 1
Payment Number	11
Pay Period	05/01/2025 to 05/31/2025
Prime Contractor	ABSOLUTE CONCRETE CONSTRUCTION, INC.
Payment Status	Pending
Awarded Project Amount	\$6,739,027.05
Authorized Amount	\$6,883,697.57

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - STP-U-8477(615)--70-77, Roadway Items - Division 1										
0010	2101-0850002	UNIT	\$440.000	22.300	0.000	58.000	58.000	58.000	\$0.00	\$25,520.00
CLEARING AND GRUBBING										
0020	2102-0425071	CY	\$50.000	50.000	0.000	234.000	234.000	234.000	\$0.00	\$11,700.00
SPECIAL BACKFILL										
0030	2102-2710070	CY	\$15.000	10,333.000	0.000	4,306.334	4,306.334	4,306.334	\$0.00	\$64,595.01
EXCAVATION, CLASS 10, ROADWAY AND BORROW										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0040	2102-2710080	CY	\$15.000	165.000	0.000	234.000	234.000	234.000	\$0.00	\$3,510.00
EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL										
0050	2105-8425015	CY	\$8.000	2,124.000	0.000	354.000	354.000	354.000	\$0.00	\$2,832.00
TOPSOIL, STRIP, SALVAGE AND SPREAD										
0060	2109-8225100	STA	\$1,000.000	53.600	2.515	6.750	9.265	9.265	\$2,515.00	\$9,265.00
SPECIAL COMPACTION OF SUBGRADE										
0070	2113-0001100	SY	\$5.000	5,000.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBGRADE STABILIZATION MATERIAL, POLYMER GRID										
0080	2115-0100000	CY	\$60.000	4,035.000	245.556	1,013.900	1,259.456	1,259.456	\$14,733.36	\$75,567.36
MODIFIED SUBBASE										
0090	2115-0100000	CY	\$60.000	181.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MODIFIED SUBBASE: , TRAIL										
0100	2123-7450020	STA	\$150.000	81.700	0.000	23.500	23.500	23.500	\$0.00	\$3,525.00
SHOULDER FINISHING, EARTH										
0110	2301-1033080	SY	\$75.000	19,678.000	1,365.344	4,905.780	6,271.124	6,271.124	\$102,400.80	\$470,334.30
STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.										
0120	2301-6911722	LS	\$10,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES										
0130	2304-0101000	SY	\$60.000	1,500.000	0.000	71.750	71.750	71.750	\$0.00	\$4,305.00
TEMPORARY PAVEMENT										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	2312-8260051	TON	\$40.000	500.000	0.000	351.810	351.810	351.810	\$0.00	\$14,072.40
GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE										
0150	2435-0140148	EACH	\$5,500.000	6.000	0.000	1.000	1.000	1.000	\$0.00	\$5,500.00
MANHOLE, STORM SEWER, SW-401, 48 IN.										
0160	2435-0140160	EACH	\$7,800.000	7.000	0.000	4.000	4.000	4.000	\$0.00	\$31,200.00
MANHOLE, STORM SEWER, SW-401, 60 IN.										
0170	2435-0140172	EACH	\$10,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE, STORM SEWER, SW-401, 72 IN.										
0180	2435-0140196	EACH	\$17,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE, STORM SEWER, SW-401, 96 IN.										
0190	2435-0250500	EACH	\$5,600.000	34.000	0.000	9.000	9.000	9.000	\$0.00	\$50,400.00
INTAKE, SW-505										
0200	2435-0250600	EACH	\$12,000.000	17.000	0.000	8.000	8.000	8.000	\$0.00	\$96,000.00
INTAKE, SW-506										
0210	2435-0250900	EACH	\$7,300.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-509										
0220	2435-0251000	EACH	\$8,500.000	3.000	1.000	1.000	2.000	2.000	\$8,500.00	\$17,000.00
INTAKE, SW-510										
0230	2435-0251230	EACH	\$4,100.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,100.00
INTAKE, SW-512, 30 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0240	2435-0251236	EACH	\$4,800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-512, 36 IN.										
0250	2435-0600010	EACH	\$2,300.000	33.000	5.000	10.000	15.000	15.000	\$11,500.00	\$34,500.00
MANHOLE ADJUSTMENT, MINOR										
0260	2435-0600020	EACH	\$6,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE ADJUSTMENT, MAJOR										
0270	2435-0600110	EACH	\$1,800.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$1,800.00
INTAKE ADJUSTMENT, MINOR										
0280	2435-0600120	EACH	\$7,500.000	1.000	1.000	0.000	1.000	1.000	\$7,500.00	\$7,500.00
INTAKE ADJUSTMENT, MAJOR										
0290	2435-0700010	EACH	\$3,700.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$3,700.00
CONNECTION TO EXISTING MANHOLE										
0300	2502-8212206	LF	\$22.000	5,105.000	347.000	1,226.900	1,573.900	1,573.900	\$7,634.00	\$34,625.80
SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.										
0310	2502-8221006	EACH	\$800.000	17.000	0.000	2.000	2.000	2.000	\$0.00	\$1,600.00
SUBDRAIN RISER, 6 IN., AS PER PLAN										
0320	2502-8221303	EACH	\$400.000	17.000	1.000	5.000	6.000	6.000	\$400.00	\$2,400.00
SUBDRAIN OUTLET, DR-303										
0330	2503-0114212	LF	\$200.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0340	2503-0114215	LF	\$80.000	991.000	0.000	272.000	272.000	272.000	\$0.00	\$21,760.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.										
0350	2503-0114218	LF	\$85.000	778.000	0.000	27.000	27.000	27.000	\$0.00	\$2,295.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.										
0360	2503-0114224	LF	\$110.000	2,556.000	81.000	765.000	846.000	846.000	\$8,910.00	\$93,060.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.										
0370	2503-0114230	LF	\$130.000	543.000	0.000	416.000	416.000	416.000	\$0.00	\$54,080.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.										
0380	2503-0114236	LF	\$170.000	144.000	0.000	33.000	33.000	33.000	\$0.00	\$5,610.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.										
0390	2503-0114248	LF	\$450.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN.										
0400	2503-0114254	LF	\$610.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 54 IN.										
0410	2503-0114266	LF	\$850.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 66 IN.										
0420	2503-0200036	LF	\$25.000	3,335.000	85.000	914.400	999.400	999.400	\$2,125.00	\$24,985.00
REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.										
0430	2503-0200136	LF	\$45.000	79.000	0.000	38.000	38.000	38.000	\$0.00	\$1,710.00
REMOVE STORM SEWER PIPE GREATER THAN 36 IN.										

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0440	2504-0200404	LF	\$130.000	160.000	0.000	54.000	54.000	54.000	\$0.00	\$7,020.00
SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.										
0450	2510-6745850	SY	\$10.000	17,965.000	59.011	6,598.630	6,657.641	6,657.641	\$590.11	\$66,576.41
REMOVAL OF PAVEMENT										
0460	2510-6750600	EACH	\$900.000	50.000	1.000	22.000	23.000	23.000	\$900.00	\$20,700.00
REMOVAL OF INTAKES AND UTILITY ACCESSES										
0470	2511-0300000	SY	\$10.000	550.000	266.485	104.111	370.596	370.596	\$2,664.85	\$3,705.96
REMOVAL OF RECREATIONAL TRAIL										
0480	2511-0302600	SY	\$49.000	715.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.										
0490	2511-0310100	STA	\$750.000	7.700	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL										
0500	2511-6745900	SY	\$10.000	3,506.000	0.000	1,104.700	1,104.700	1,104.700	\$0.00	\$11,047.00
REMOVAL OF SIDEWALK										
0510	2511-7526004	SY	\$49.750	4,023.000	0.000	1,245.827	1,245.827	1,245.827	\$0.00	\$61,979.89
SIDEWALK, P.C. CONCRETE, 4 IN.										
0520	2511-7526006	SY	\$77.000	267.000	0.000	121.585	121.585	121.585	\$0.00	\$9,362.05
SIDEWALK, P.C. CONCRETE, 6 IN.										
0530	2511-7528101	SF	\$51.000	362.000	0.000	114.000	114.000	114.000	\$0.00	\$5,814.00
DETECTABLE WARNINGS										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0540	2512-1725206	LF	\$79.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.										
0550	2514-0000200	STA	\$1,000.000	0.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF CURB										
0560	2515-2475006	SY	\$52.500	2,550.000	0.000	768.060	768.060	768.060	\$0.00	\$40,323.15
DRIVEWAY, P.C. CONCRETE, 6 IN.										
0570	2515-2475007	SY	\$54.000	1,047.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DRIVEWAY, P.C. CONCRETE, 7 IN.										
0580	2515-6745600	SY	\$10.000	3,212.000	136.883	982.017	1,118.900	1,118.900	\$1,368.83	\$11,189.00
REMOVAL OF PAVED DRIVEWAY										
0590	2523-0000310	EACH	\$1,235.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HANDHOLES AND JUNCTION BOXES										
0600	2524-6765110	EACH	\$300.000	72.000	0.000	16.000	16.000	16.000	\$0.00	\$4,800.00
REMOVAL OF TYPE A SIGN										
0610	2524-6765210	EACH	\$100.000	21.000	0.000	4.000	4.000	4.000	\$0.00	\$400.00
REMOVAL OF TYPE A SIGN ASSEMBLY										
0620	2524-9276010	LF	\$35.000	390.000	0.000	100.000	100.000	100.000	\$0.00	\$3,500.00
PERFORATED SQUARE STEEL TUBE POSTS										
0630	2524-9276021	EACH	\$100.000	39.000	0.000	10.000	10.000	10.000	\$0.00	\$1,000.00
PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0640	2524-9325001	SF	\$35.000	392.500	0.000	120.500	120.500	120.500	\$0.00	\$4,217.50
TYPE A SIGNS, SHEET ALUMINUM										
0650	2525-0000100	LS	\$100,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRAFFIC SIGNALIZATION										
0660	2527-9263109	STA	\$86.000	136.000	0.000	18.610	18.610	18.610	\$0.00	\$1,600.46
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0670	2527-9263117	STA	\$116.000	168.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED PAVEMENT MARKINGS, DURABLE										
0680	2527-9263137	EACH	\$130.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED										
0690	2527-9263143	EACH	\$185.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED SYMBOLS AND LEGENDS, DURABLE										
0700	2527-9270111	STA	\$83.000	168.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR PAVEMENT MARKINGS										
0710	2527-9270120	EACH	\$220.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR SYMBOLS AND LEGENDS										
0720	2528-8445110	LS	\$75,000.000	1.000	0.000	0.417	0.417	0.417	\$0.00	\$31,275.00
TRAFFIC CONTROL										
0730	2528-9290050	CDAY	\$200.000	60.000	10.000	28.000	38.000	38.000	\$2,000.00	\$7,600.00
PORTABLE DYNAMIC MESSAGE SIGN (PDMS)										

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0740	2529-5070110	SY	\$100.000	51.000	0.000	100.678	100.678	100.678	\$0.00	\$10,067.80
PATCHES, FULL-DEPTH FINISH, BY AREA										
0750	2533-4980005	LS	\$600,000.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$300,000.00
MOBILIZATION										
0760	2552-0000220	CY	\$75.000	975.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL										
0770	2599-9999010	LS	\$15,000.000	1.000	0.000	0.480	0.480	0.480	\$0.00	\$7,200.00
('LUMP SUM' ITEM): MAINTENANCE OF SOLID WASTE COLLECTION										
0780	2599-9999010	LS	\$1,850.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('LUMP SUM' ITEM): REMOVE AND REINSTALL ELECTRONIC SPEED SIGN										
0790	2599-9999010	LS	\$7,200.000	1.000	0.000	0.480	0.480	0.480	\$0.00	\$3,456.00
('LUMP SUM' ITEM): SWPPP MANAGEMENT										
0800	2599-9999010	LS	\$80,000.000	1.000	0.000	0.440	0.440	0.440	\$0.00	\$35,200.00
('LUMP SUM' ITEM): VIBRATION MONITORING										
0810	2601-2634105	ACRE	\$4,110.000	2.630	0.000	0.310	0.310	0.310	\$0.00	\$1,274.10
MULCHING, BONDED FIBER MATRIX										
0820	2601-2639010	SQ	\$65.000	1,150.000	0.000	355.720	355.720	355.720	\$0.00	\$23,121.80
SODDING										
0830	2601-2643110	MGAL	\$75.000	690.000	49.000	0.000	49.000	49.000	\$3,675.00	\$3,675.00
WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION										

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0840	2602-0000150	LF	\$15.000	300.000	0.000	25.000	25.000	25.000	\$0.00	\$375.00
STABILIZED CONSTRUCTION ENTRANCE, EC-303										
0850	2602-0000309	LF	\$3.000	10,000.000	0.000	235.000	235.000	235.000	\$0.00	\$705.00
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.										
0860	2602-0000351	LF	\$0.010	10,000.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE										
0870	2602-0000500	LF	\$10.000	32.000	0.000	16.000	16.000	16.000	\$0.00	\$160.00
OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602										
0880	2602-0000530	EACH	\$95.000	110.000	0.000	42.000	42.000	42.000	\$0.00	\$3,990.00
GRATE INTAKE SEDIMENT FILTER BAG, EC-604										
0890	2602-0010010	EACH	\$600.000	1.000	0.000	4.000	4.000	4.000	\$0.00	\$2,400.00
MOBILIZATIONS, EROSION CONTROL										
0900	2602-0010020	EACH	\$1,200.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MOBILIZATIONS, EMERGENCY EROSION CONTROL										
8001	2599-9999005	EACH	\$14,250.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$14,250.00
('EACH' ITEM): INTAKE, SW-506 MOD, CAST-IN-PLACE										
8002	2435-0250610	EACH	\$14,410.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-506 MOD										
8009	2599-9999018	SY	\$0.300	19,678.000	3,751.307	2,519.817	6,271.124	6,271.124	\$1,125.39	\$1,881.34
('SQUARE YARDS' ITEM): (REINFORCEMENT ADJ)										

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8010	2430-0000100	SF	\$74.000	144.000	0.000	144.000	144.000	144.000	\$0.00	\$10,656.00
MODULAR BLOCK RETAIN WALL										
8011	2599-9999005	EACH	\$4,325.750	2.000	0.000	2.000	2.000	2.000	\$0.00	\$8,651.50
('EACH' ITEM): INSTALLATION AND REMOVAL OF TEMPORARY INTAKE										
8013	2599-9999005	EACH	\$3,300.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): CONNECT TO EXISTING BOX CULVERT										
8014	2599-9999005	EACH	\$3,829.650	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,829.65
('EACH' ITEM): MODIFY EXISTING INTAKE										
8015	2599-9999005	EACH	\$1,925.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): REMOVE AND REINSTALL PUSHBUTTONS										
8016	2599-9999005	EACH	\$8,730.150	1.000	1.000	0.000	1.000	1.000	\$8,730.15	\$8,730.15
('EACH' ITEM): 18" NYLOPLAST INTAKE W/ CONNECTION										
8017	2599-9999010	LS	\$544.500	1.000	1.000	0.000	1.000	1.000	\$544.50	\$544.50
('LUMP SUM' ITEM): POT HOLE UTILITIES										
8018	2599-9999010	LS	\$1,485.000	1.000	1.000	0.000	1.000	1.000	\$1,485.00	\$1,485.00
('LUMP SUM' ITEM): STORM SEWER REMOVAL AND INSTALLATION										
8019	2599-9999010	LS	\$6,510.570	1.000	1.000	0.000	1.000	1.000	\$6,510.57	\$6,510.57
('LUMP SUM' ITEM): 6" SANITARY SEWER SERVICE										
Section Totals:									\$195,812.56	\$1,919,325.70
Section: 0002 - STP-U-8477(615)--70-77, Roadway Items - Division 2										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0910	2554-0114004	LF	\$65.000	35.000	17.000	0.000	17.000	17.000	\$1,105.00	\$1,105.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.										
0920	2554-0114006	LF	\$60.000	101.000	0.000	124.000	124.000	124.000	\$0.00	\$7,440.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.										
0930	2554-0114008	LF	\$55.000	558.000	33.000	175.000	208.000	208.000	\$1,815.00	\$11,440.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.										
0940	2554-0114008	LF	\$80.000	455.000	0.000	99.000	99.000	99.000	\$0.00	\$7,920.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.: RESTRAINED JOINT										
0950	2554-0114012	LF	\$80.000	3,703.000	0.000	779.000	779.000	779.000	\$0.00	\$62,320.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.										
0960	2554-0114012	LF	\$105.000	631.000	0.000	645.000	645.000	645.000	\$0.00	\$67,725.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.: RESTRAINED JOINT										
0970	2554-0134008	LF	\$165.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.										
0980	2554-0134012	LF	\$240.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.										
0990	2554-0203000	LB	\$20.000	6,162.000	217.000	4,091.000	4,308.000	4,308.000	\$4,340.00	\$86,160.00
FITTINGS BY WEIGHT, DUCTILE IRON										
1000	2554-0207008	EACH	\$2,700.000	12.000	0.000	5.000	5.000	5.000	\$0.00	\$13,500.00
VALVE, GATE, DIP, 8 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
1010	2554-0207012	EACH	\$4,500.000	9.000	0.000	3.000	3.000	3.000	\$0.00	\$13,500.00
VALVE, GATE, DIP, 12 IN.										
1020	2554-0210201	EACH	\$8,500.000	15.000	0.000	7.000	7.000	7.000	\$0.00	\$59,500.00
FIRE HYDRANT ASSEMBLY, WM-201										
1030	2554-0211002	EACH	\$1,750.000	6.000	0.000	6.000	6.000	6.000	\$0.00	\$10,500.00
FLUSHING DEVICE (BLOWOFF), 2 IN.										
1040	2599-9999005	EACH	\$6,500.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$6,500.00
('EACH' ITEM): PREPARE EXCAVATION FOR TAPPING SLEEVE & VALVE										
1050	2599-9999005	EACH	\$410.000	51.000	0.000	22.000	22.000	22.000	\$0.00	\$9,020.00
('EACH' ITEM): TAP FEE, 1-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER										
1060	2599-9999005	EACH	\$1,725.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): TAP FEE, 2-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER										
1070	2599-9999005	EACH	\$3,800.000	11.000	0.000	5.000	5.000	5.000	\$0.00	\$19,000.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, OPPOSITE SIDE										
1080	2599-9999005	EACH	\$3,000.000	40.000	0.000	17.000	17.000	17.000	\$0.00	\$51,000.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE										
1090	2599-9999005	EACH	\$5,400.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, OPPOSITE SIDE										
1100	2599-9999005	EACH	\$3,400.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, SAME SIDE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
1110	2599-9999005	EACH	\$6,100.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$6,100.00
('EACH' ITEM): WATER SERVICE TRANSFER, EQUAL TO OR GREATER THAN 3, SAME SIDE										
1120	2599-9999009	LF	\$45.000	1,005.000	0.000	436.000	436.000	436.000	\$0.00	\$19,620.00
('LINEAR FEET' ITEM): REMOVAL OF EXISTING WATER MAIN IN CONFLICT WITH NEW CONSTRUCTION										
1130	2599-9999020	TON	\$65.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('TONS' ITEM): FOUNDATION ROCK										
8003	2504-0114018	LF	\$572.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SAN SWR G-MAIN, TRENCHED, PVC, 18"										
8004	2554-0112008	LF	\$247.500	8.000	0.000	5.000	5.000	5.000	\$0.00	\$1,237.50
WATER MAIN, TRENCHED, DIP, 8"										
8005	2554-0112012	LF	\$154.000	260.000	0.000	280.000	280.000	280.000	\$0.00	\$43,120.00
WATER MAIN, TRENCHED, DIP, 12"										
8006	2554-0207006	EACH	\$3,509.000	3.000	0.000	1.000	1.000	1.000	\$0.00	\$3,509.00
VALVE, GATE, DIP, 6"										
8007	2554-0112012	LF	\$176.000	83.000	0.000	72.000	72.000	72.000	\$0.00	\$12,672.00
WATER MAIN, TRENCHED, DIP, 12": (RESTRAINED JOINT)										
8008	2599-9999005	EACH	\$1,760.000	8.000	0.000	10.000	10.000	10.000	\$0.00	\$17,600.00
('EACH' ITEM): 32 LB MAGNESIUM ANODE										
8012	2599-9999005	EACH	\$10,859.750	1.000	0.000	1.000	1.000	1.000	\$0.00	\$10,859.75
('EACH' ITEM): WATER MAIN, CONNECT TO EXISTING MAIN										
Section Totals:									\$7,260.00	\$541,348.25

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Total Payments:									\$203,072.56	\$2,460,673.95

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 05/06/2024, Liquidated Damage Rate - 2,500	300.0 Days	298.0 Days	19.0 Days	\$0.00	176.0 Days	122.0 Days	\$0.00
Total Damages:							\$0.00

Stockpiles

Stockpile	Fund Package			Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
#1 - 2554-0203000	77-8477-615-CAT-2	77-8477-615-CAT-2	77-8477-615	\$0.00	\$12,845.16	\$0.00	\$12,845.16
FITTINGS BY WEIGHT, DUCTILE IRON							
#2 - 2554-0207008	77-8477-615-CAT-2	77-8477-615-CAT-2	77-8477-615	\$0.00	\$5,580.00	\$0.00	\$5,580.00
VALVE, GATE, DIP, 8 IN.							
#3 - 2554-0114012	77-8477-615-CAT-2	77-8477-615-CAT-2	77-8477-615	\$0.00	\$3,430.00	\$0.00	\$3,430.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.							
Totals:				\$0.00	\$58,873.55	\$0.00	\$26,041.09

Stockpile	Fund Package			Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
#4 - 2554-0211002	77-8477-615-CAT-2	77-8477-615-CAT-2	77-8477-615	\$0.00	\$185.93	\$0.00	\$185.93
FLUSHING DEVICE (BLOWOFF), 2 IN.							
#5 - 2599-9999005	77-8477-615-CAT-2	77-8477-615-CAT-2	77-8477-615	\$0.00	\$4,000.00	\$0.00	\$4,000.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE							
#6 - 2525-0000100	77-8477-615-CAT-1	77-8477-615-CAT-1	77-8477-615	\$0.00	\$32,832.46	\$0.00	\$0.00
TRAFFIC SIGNALIZATION							
Totals:				\$0.00	\$58,873.55	\$0.00	\$26,041.09

Summary

Current Approved Work:	\$203,072.56
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$0.00
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$203,072.56
Previous Payment:	\$150,070.21

Approved Work To Date:	\$2,460,673.95
Stockpile Advancement To Date:	\$58,873.55
Stockpile Recovery To Date:	\$26,041.09
Retainage To Date:	\$30,000.00
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$2,463,506.41
Previous Payments To Date:	\$2,260,433.85

Funding Details

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615:	\$195,812.56
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615:	\$7,260.00
77-8477-615-CAT-3 NON-PARTICIPATING:	\$0.00
Current Payment:	\$203,072.56

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 To Date:	\$2,008,323.95
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615 To Date:	\$452,350.00
77-8477-615-CAT-3 NON-PARTICIPATING To Date:	\$0.00
Payments To Date:	\$2,460,673.95

Doc Express® Document Signing History

Contract: 77-8477-615 Document: payment-11-20250604

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/09/2025	Logan Petersen Absolute Concrete Construction Inc. Electronic Signature (Approved by Contractor (Optional))
06/09/2025	Justin Ernst Bolton & Menk, Inc. - Iowa Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))



STAFF REPORT
CITY COUNCIL
June 16, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Approve 2023 Colby Park Improvements Pay Request 11 and Change Order 9

GENERAL INFORMATION

City Council previously authorized staff to move forward with the quote by Caliber Concrete on September 16th, 2024.

ATTACHMENTS

1. COMBINED REV2_0T6.128908 Pay Est #11 and CO 9



**BOLTON
& MENK**

Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

June 11, 2025

Mr. Adam Plagge
City Administrator
City of Windsor Heights, Iowa

RE: 2023 Colby Park Improvements
Pay Request 11 and Change Order 9

Dear Mr. Plagge:

Submitted for your approval is Pay Request 11 and Change Order 9 for the above-mentioned project. Pay Request 11 is for a total payment of \$153,193.37. The total value completed to date is \$3,267,166.02, minus 5% retainage of 163,358.30. Please see Pay Request 11 for a full summary of the items completed that are included in this payment.

Change Order 9 includes the added staining and resealing around the CEC. Please see Change Order 9 for a full summary of the additional item and costs associated with this change.

Bolton & Menk, Inc., recommends the approval of Pay Application 11 and Change Order 9. Upon approval of Pay Request 11, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Nate Weitz, PLA
Senior Project Landscape Architect

Contractor's Application for Payment

Owner: CITY OF WINDSOR HEIGHTS, IOWA Engineer: BOLTON & MENK, INC. Contractor: CALIBER CONCRETE, LLC Project: 2023 COLBY PARK IMPROVEMENTS Contract: _____	Owner's Project No.: _____ Engineer's Project No.: OT6.128908 Agency's Project No.: _____																																				
Application No.: 11 Application Date: 6/16/2025 Application Period: From 4/1/2025 To 5/23/2025																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; text-align: right;">2,852,421.72</td> </tr> <tr> <td>2. Net Change By Change Orders</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">469,570.30</td> </tr> <tr> <td colspan="3" style="height: 20px;"></td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">3,321,992.02</td> </tr> <tr> <td>4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">3,267,166.02</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a. 5% X \$ 3,267,166.02 Work Completed</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">163,358.30</td> </tr> <tr> <td style="padding-left: 20px;">b. 5% X \$ - Stored Materials</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">163,358.30</td> </tr> <tr> <td>6. Amount Eligible To Date (Line 4 - Line 5.c)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">3,103,807.72</td> </tr> <tr> <td>7. Less Previous Payments</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">2,950,614.35</td> </tr> <tr> <td>8. Amount Due This Application</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">153,193.37</td> </tr> </table>		1. Original Contract Price	\$	2,852,421.72	2. Net Change By Change Orders	\$	469,570.30				3. Current Contract Price (Line 1 + Line 2)	\$	3,321,992.02	4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	3,267,166.02	5. Retainage			a. 5% X \$ 3,267,166.02 Work Completed	\$	163,358.30	b. 5% X \$ - Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	163,358.30	6. Amount Eligible To Date (Line 4 - Line 5.c)	\$	3,103,807.72	7. Less Previous Payments	\$	2,950,614.35	8. Amount Due This Application	\$	153,193.37
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
Contractor: <u>Caliber Concrete LLC</u> Signature: <u>[Signature]</u> Date: <u>6/11/25</u> Name: <u>Jason Martin</u> Title: <u>Owner</u>																																					
Recommended by Engineer: Bolton & Menk, Inc. 430 E GRAND, SUITE 101, DES MOINES, IA 50309 By: <u>Nate Weith</u> Approved by Owner: Name: <u>Nate Weith</u> By: _____ Title: <u>Landscape Architect Project Manager</u> Name: _____ Date: <u>06/11/2025</u> Title: _____ Date: _____																																					

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.:		11	Application Period:		From	04/01/25	to	05/23/25	Application Date:		6/16/2025		
A	B		C	D	E	F	F1	F2		G	H	I	J
Bid Item No.	Description		Contract Information			Previous Estimate			Work Completed		% of	Balance to Finish (F - H) (\$)	
			Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Quantity This App	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)		Value of Item (H / I)
Original Contract													
1	CLEARING AND GRUBBING		1.00	LS	30,850.00	30,850.00	1.00	30,850.00	-	1.00	30,850.00	100%	-
2	TOPSOIL, COMPOST AMENDED		500.00	CY	85.00	42,500.00	500.00	42,500.00	-	500.00	42,500.00	100%	-
3	EXCAVATION, CLASS 10		2,500.00	CY	12.00	30,000.00	2,500.00	30,000.00	-	2,500.00	30,000.00	100%	-
4	SUBBASE, MODIFIED, BERM		255.00	TON	42.50	10,837.50	242.60	10,310.50	-	242.60	10,310.50	95%	527.00
5	LINEAR TRENCH DRAIN, 8 INCH		75.00	LF	150.00	11,250.00	75.00	11,250.00	-	75.00	11,250.00	100%	-
6	SUBDRAIN, SOLID WALL PVC, 4 INCH		50.00	LF	32.00	1,600.00	60.00	1,920.00	-	60.00	1,920.00	120%	(320.00)
7	BACKFLOW PREVENTER, SEWER, 4 INCH		1.00	EA	400.00	400.00	1.00	400.00	-	1.00	400.00	100%	-
8	SUBDRAIN, SOLID WALL PVC, 8 INCH		288.00	LF	65.00	18,720.00	287.00	18,655.00	-	287.00	18,655.00	100%	65.00
9	SUBDRAIN, HDPE, 8 INCH		85.00	LF	100.00	8,500.00	193.00	19,300.00	-	193.00	19,300.00	227%	(10,800.00)
10	SUBDRAIN CLEANOUT, 8 INCH, TYPE A-1		2.00	EA	1,500.00	3,000.00	1.00	1,500.00	-	1.00	1,500.00	50%	1,500.00
11	SUBDRAIN OUTLETS AND CONNECTIONS, 8 INCH, TYPE A-1		2.00	EA	500.00	1,000.00	-	-	-	-	-	-	1,000.00
12	WATER SERVICE		1.00	LS	8,000.00	8,000.00	1.00	8,000.00	-	1.00	8,000.00	100%	-
13	WATER SERVICE, WATER FOUNTAIN		1.00	LS	8,000.00	8,000.00	1.00	8,000.00	-	1.00	8,000.00	100%	-
14	VALVE, GATE, 4 INCH		1.00	EA	3,500.00	3,500.00	1.00	3,500.00	-	1.00	3,500.00	100%	-
15	BACKFLOW PREVENTER		1.00	EA	20,000.00	20,000.00	1.00	20,000.00	-	1.00	20,000.00	100%	-
16	METER PIT		1.00	EA	20,000.00	20,000.00	1.00	20,000.00	-	1.00	20,000.00	100%	-
17	PRESSURE REDUCING VALVE		1.00	EA	12,000.00	12,000.00	1.00	12,000.00	-	1.00	12,000.00	100%	-
18	FLUSHING DEVICE (BLOW OFF), 2 INCH		1.00	EA	2,000.00	2,000.00	1.00	2,000.00	-	1.00	2,000.00	100%	-
19	PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE		1.00	EA	2,500.00	2,500.00	1.00	2,500.00	-	1.00	2,500.00	100%	-
20	TAP FEE		1.00	EA	12,000.00	12,000.00	1.00	12,000.00	-	1.00	12,000.00	100%	-
21	INTAKE, SW-512, 48 INCH		2.00	EA	4,500.00	9,000.00	2.00	9,000.00	-	2.00	9,000.00	100%	-
22	NYLOPLAST DRAIN BASIN, 18 INCH		3.00	EA	2,700.00	8,100.00	3.00	8,100.00	-	3.00	8,100.00	100%	-
23	EXTERNAL DROP CONNECTION		1.00	EA	7,000.00	7,000.00	1.00	7,000.00	-	1.00	7,000.00	100%	-
24	MANHOLE ADJUSTMENT, MINOR		1.00	EA	2,500.00	2,500.00	2.00	5,000.00	-	2.00	5,000.00	200%	(2,500.00)
25	MANHOLE ADJUSTMENT, MAJOR		2.00	EA	3,500.00	7,000.00	1.00	3,500.00	-	1.00	3,500.00	50%	3,500.00
26	MANHOLE ADJUSTMENT, MAJOR, WRA		1.00	EA	5,000.00	5,000.00	1.00	5,000.00	-	1.00	5,000.00	100%	-
27	REMOVE INTAKE		2.00	EA	750.00	1,500.00	2.00	1,500.00	-	2.00	1,500.00	100%	-
28	PAVEMENT, PCC, 7 INCH		345.00	SY	97.22	33,540.90	356.45	34,654.07	-	356.45	34,654.07	103%	(1,113.17)
29	PAVEMENT, PCC, 5 INCH, REINFORCED (SPASHPAD)		258.00	SY	130.62	33,699.96	198.79	25,965.95	-	198.79	25,965.95	77%	7,734.01
30	PAVEMENT, PCC, 7 INCH, INTEGRAL COLOR		305.00	SY	130.12	39,686.60	298.00	38,775.76	-	298.00	38,775.76	98%	910.84
31	CURB AND GUTTER, 2 FT, 7 INCH		45.00	LF	51.60	2,322.00	54.00	2,786.40	-	54.00	2,786.40	120%	(464.40)
32	REMOVAL OF SIDEWALK		1,275.00	SY	11.00	14,025.00	1,278.00	14,058.00	-	1,278.00	14,058.00	100%	(33.00)
33	SIDEWALK, PCC, 5 INCH		2,410.00	SY	76.79	185,063.90	2,304.31	176,947.96	-	2,304.31	176,947.96	96%	8,115.94
34	SIDEWALK, PCC, 6 INCH		175.00	SY	82.26	14,395.50	306.46	25,209.40	-	306.46	25,209.40	175%	(10,813.90)
35	PAVEMENT REMOVAL		895.00	SY	11.00	9,845.00	1,007.30	11,080.30	-	1,007.30	11,080.30	113%	(1,235.30)
36	SALVAGE BRICK PAVERS		250.00	SY	30.00	7,500.00	250.00	7,500.00	-	250.00	7,500.00	100%	-
37	CURB AND GUTTER REMOVAL		45.00	LF	9.00	405.00	54.00	486.00	-	54.00	486.00	120%	(81.00)
38	PCC EDGE RESTRAINT, FLUSH, 2 FEET		210.00	LF	52.00	10,920.00	210.00	10,920.00	-	210.00	10,920.00	100%	-
39	TEMPORARY TRAFFIC CONTROL		1.00	LS	1,000.00	1,000.00	1.00	1,000.00	-	1.00	1,000.00	100%	-
40	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND		1.00	AC	15,000.00	15,000.00	0.13	1,950.00	-	0.13	1,950.00	13%	13,050.00
41	SOD		250.00	SQ	100.00	25,000.00	362.20	36,220.00	-	362.20	36,220.00	145%	(11,220.00)
42	DECIDUOUS SHRUBS		195.00	EA	77.50	15,112.50	195.00	15,112.50	-	195.00	15,112.50	100%	-
43	ORNAMENTAL TREE		18.00	EA	346.50	6,237.00	18.00	6,237.00	-	18.00	6,237.00	100%	-
44	PERENNIAL GROUND COVER (1 GAL)		891.00	EA	36.00	32,076.00	790.00	28,440.00	-	790.00	28,440.00	89%	3,636.00
45	DECIDUOUS TREE		19.00	EA	517.50	9,832.50	19.00	9,832.50	-	19.00	9,832.50	100%	-
46	EVERGREEN TREE		7.00	EA	440.50	3,083.50	7.00	3,083.50	-	7.00	3,083.50	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	OT6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 11 Application Period: From 04/01/25 to 05/23/25 Application Date: 6/16/2025

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Quantity This App	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	
47	SWPPP PREPARATION	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	-	1.00	1,500.00	100%
48	SWPPP MANAGEMENT	1.00	LS	7,800.00	7,800.00	1.00	7,800.00	-	1.00	7,800.00	100%
49	FILTER SOCK, 8", INSTALL, MAINTAIN, AND REMOVE	5,000.00	LF	3.25	16,250.00	1,575.00	5,118.75	-	1,575.00	5,118.75	32%
50	HANDRAIL, PAINTED	401.00	LF	110.00	44,110.00	-	-	401.00	401.00	44,110.00	100%
51	MOBILIZATION	1.00	LS	110,000.00	110,000.00	1.00	110,000.00	-	1.00	110,000.00	100%
52	CONCRETE WASHOUT	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	-	1.00	1,500.00	100%
53	TENNIS COURT PAVEMENT AND FENCE REMOVAL	1.00	LS	18,500.00	18,500.00	1.00	18,500.00	-	1.00	18,500.00	100%
54	CONCRETE SURFACE STAIN	1,335.00	SF	10.00	13,350.00	1,201.50	12,015.00	133.50	1,335.00	13,350.00	100%
55	NON-SKID RUBBERIZED COATING (SPLASHPAD)	1,945.00	SF	13.00	25,285.00	1,945.00	25,285.00	-	1,945.00	25,285.00	100%
56	REINFORCED CAST-IN-PLACE CONCRETE RETAINING WALL	30.00	CY	1,250.00	37,500.00	30.00	37,500.00	-	30.00	37,500.00	100%
57	REINFORCED CAST-IN-PLACE CONCRETE PIERS (LEAF SEAT	36.00	EA	300.00	10,800.00	36.00	10,800.00	-	36.00	10,800.00	100%
58	REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT	785.00	CF	38.25	30,026.25	-	-	-	-	-	30,026.25
59	CONCRETE STEPPING PLANKS	7.00	EA	300.00	2,100.00	7.00	2,100.00	-	7.00	2,100.00	100%
60	DRINKING FOUNTAIN	1.00	EA	10,000.00	10,000.00	1.00	10,000.00	-	1.00	10,000.00	100%
61	SPLASH PAD EQUIPMENT & INSTALLATION	1.00	LS	250,000.00	250,000.00	1.00	250,000.00	-	1.00	250,000.00	100%
62	SALVAGE & REINSTALL FURNISHINGS	1.00	LS	5,000.00	5,000.00	1.00	5,000.00	-	1.00	5,000.00	100%
63	PLAYGROUND EQUIPMENT & INSTALLATION	1.00	LS	690,490.00	690,490.00	1.00	690,490.00	-	1.00	690,490.00	100%
64	FALL ATTENUATION SURFACING, POUR-IN-PLACE	6,825.00	SF	37.09	253,139.25	6,825.00	253,139.25	-	6,825.00	253,139.25	100%
65	FALL ATTENUATION SURFACING, SYNTHETIC TURF	2,000.00	SF	39.96	79,920.00	2,000.00	79,920.00	-	2,000.00	79,920.00	100%
66	BIKE RACK	8.00	EA	800.00	6,400.00	8.00	6,400.00	-	8.00	6,400.00	100%
67	BENCH (WOOD)	4.00	EA	2,446.00	9,784.00	4.00	9,784.00	-	4.00	9,784.00	100%
68	STONE BLOCK BENCH	8.00	EA	1,512.50	12,100.00	8.00	12,100.00	-	8.00	12,100.00	100%
69	ELECTRICAL IMPROVEMENTS, DEMO & SITE PREP	1.00	LS	9,000.00	9,000.00	1.00	9,000.00	-	1.00	9,000.00	100%
70	ELECTRICAL IMPROVEMENTS, CIRCUITS	1.00	LS	55,880.00	55,880.00	1.00	55,880.00	-	1.00	55,880.00	100%
71	ELECTRICAL IMPROVEMENTS, POLETOP LIGHTS	1.00	LS	112,000.00	112,000.00	1.00	112,000.00	-	1.00	112,000.00	100%
72	ELECTRICAL IMPROVEMENTS, BOLLARDS	1.00	LS	47,000.00	47,000.00	1.00	47,000.00	-	1.00	47,000.00	100%
73	ELECTRICAL IMPROVEMENTS, SALVAGE & RELOCATE B-CYCLE	1.00	LS	1,000.00	1,000.00	-	-	-	-	-	1,000.00
A1	PAVEMENT, PCC, 7 INCH	227.00	SY	87.98	19,971.46	227.00	19,971.46	-	227.00	19,971.46	100%
A2	CURB AND GUTTER, 2 FT, 7 INCH	64.00	LF	51.60	3,302.40	64.00	3,302.40	-	64.00	3,302.40	100%
A3	PAVEMENT REMOVAL	155.00	SY	11.00	1,705.00	155.00	1,705.00	-	155.00	1,705.00	100%
A4	CURB AND GUTTER REMOVAL	64.00	LF	9.00	576.00	80.50	724.50	-	80.50	724.50	126%
B1	SPLASH PAD OVERHEAD STRUCTURES	3.00	EA	39,424.00	118,272.00	3.00	118,272.00	-	3.00	118,272.00	100%
C1	CAST STONE CUSTOM WALLS (LEAF SEAT WALLS)	599.00	CF	78.50	47,021.50	599.00	47,021.50	-	599.00	47,021.50	100%
D1	IRRIGATION MODIFY AND EXTEND	1.00	LS	51,112.00	51,112.00	1.00	51,112.00	-	1.00	51,112.00	100%
E1	CHAIN LINK FENCE, GALVANIZED, 6'	87.00	LF	52.00	4,524.00	-	-	-	-	-	4,524.00
		-	-	-	-	-	-	-	-	-	-
Original Contract Totals					\$ 2,852,421.72		\$ 2,758,985.70		\$ 2,804,430.70	98.0%	\$ 47,991.02

Change Orders											
CO1	CLEARING AND GRUBBING, TREE STUMP	1.00	LS	500.00	500.00	1.00	500.00	-	1.00	500.00	100%
CO2	CLEARING AND GRUBBING, TREES	1.00	LS	500.00	500.00	1.00	500.00	-	1.00	500.00	100%
1	CLEARING AND GRUBBING	1.00	LS	4,500.00	4,500.00	1.00	4,500.00	-	1.00	4,500.00	100%
2	TOPSOIL, COMPOST AMENDED	35.00	CY	90.00	3,150.00	35.00	3,150.00	-	35.00	3,150.00	100%
3	EXCAVATION, CLASS 10	50.00	CY	50.00	2,500.00	50.00	2,500.00	-	50.00	2,500.00	100%
28	PAVEMENT, PCC, 7 INCH	435.00	SY	109.86	47,789.10	426.90	46,899.23	-	426.90	46,899.23	98%
30	PAVEMENT, PCC, 7 INCH, COLORED	455.00	SY	141.11	64,205.05	447.37	63,128.38	-	447.37	63,128.38	98%
31	CURB AND GUTTER, 2 FT, 7 INCH	285.00	LF	51.60	14,706.00	276.00	14,241.60	-	276.00	14,241.60	97%

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	OT6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 11 Application Period: From 04/01/25 to 05/23/25 Application Date: 6/16/2025

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Quantity This App	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	
32	REMOVAL OF SIDEWALK	715.00	SY	11.00	7,865.00	715.00	7,865.00	-	715.00	7,865.00	100%
33	SIDEWALK, PCC, 5 INCH	250.00	SY	76.79	19,197.50	120.80	9,276.23	145.00	265.80	20,410.78	106%
34	SIDEWALK, PCC, 6 INCH	(93.00)	SY	82.26	(7,650.18)	-	-	-	-	-	(1,213.28)
37	CURB AND GUTTER REMOVAL	313.00	LF	9.00	2,817.00	313.00	2,817.00	-	313.00	2,817.00	100%
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	6,400.00	6,400.00	1.00	6,400.00	-	1.00	6,400.00	100%
41	SOD	35.00	SQ	90.00	3,150.00	-	-	-	-	-	3,150.00
42	DECIDUOUS SHRUBS	47.00	EA	77.50	3,642.50	47.00	3,642.50	-	47.00	3,642.50	100%
43	ORNAMENTAL TREE	(2.00)	EA	346.50	(693.00)	-	-	-	-	-	(693.00)
44	PERENNIAL GROUND COVER (1 GAL)	(12.00)	EA	36.00	(432.00)	-	-	-	-	-	(432.00)
45	DECIDUOUS TREE	11.00	EA	517.50	5,692.50	11.00	5,692.50	-	11.00	5,692.50	100%
46	EVERGREEN TREE	1.00	EA	440.50	440.50	1.00	440.50	-	1.00	440.50	100%
47	SWPPP PREPARATION	1.00	LS	500.00	500.00	1.00	500.00	-	1.00	500.00	100%
49	FILTER SOCK, 8"	600.00	LF	3.25	1,950.00	550.00	1,787.50	-	550.00	1,787.50	92%
51	MOBILIZATION	1.00	LS	8,623.00	8,623.00	1.00	8,623.00	-	1.00	8,623.00	100%
54	CONCRETE SURFACE STAIN	90.00	SF	10.00	900.00	90.00	900.00	-	90.00	900.00	100%
76	PAVEMENT MARKINGS REMOVED	2.00	STA	2,000.00	4,000.00	-	-	-	-	-	4,000.00
79	CONCRETE PLANTER CURB	295.00	LF	52.12	15,375.40	295.00	15,375.40	-	295.00	15,375.40	100%
80	ELECTRICAL IMPROVEMENTS	1.00	LS	102,055.00	102,055.00	1.00	102,055.00	-	1.00	102,055.00	100%
81	TURF MOUND PLAYGROUND EQUIPMENT MODIFICATIONS	1.00	LS	1,375.00	1,375.00	1.00	1,375.00	-	1.00	1,375.00	100%
82	IRRIGATION QUICK CONNECT	1.00	LS	1,100.00	1,100.00	-	-	1.00	1.00	1,100.00	100%
83	LOWERING ELECTRICAL CONDUIT	1.00	LS	1,425.26	1,425.26	1.00	1,425.26	-	1.00	1,425.26	100%
84	FOOD TRUCK ELECTRICAL IMPROVEMENTS	1.00	LS	41,227.78	41,227.78	1.00	41,227.78	-	1.00	41,227.78	100%
85	FOOD TRUCK CATENARY POLES	1.00	LS	40,341.38	40,341.38	-	-	1.00	1.00	40,341.38	100%
86	SURFACE MOUNTED RAIL	4.00	EA	3,540.00	14,160.00	-	-	2.00	2.00	7,080.00	50%
87	SURFACE MOUNTED PICNIC TABLE, TYPE 1 (RIGHT TRIPLE)	4.00	EA	3,540.00	14,160.00	-	-	4.00	4.00	14,160.00	100%
88	SURFACE MOUNTED PICNIC TABLE, TYPE 1 (TRIPLE)	4.00	EA	3,542.11	14,168.44	-	-	4.00	4.00	14,168.44	100%
89	IRRIGATION ADJUSTMENT	1.00	LS	2,102.26	2,102.26	1.00	2,102.26	-	1.00	2,102.26	100%
90	ELECTRICAL ADJUSTMENT	1.00	LS	443.81	443.81	-	-	1.00	1.00	443.81	100%
91	CEC RESEALING	1.00	LS	27,383.00	27,383.00	-	-	1.00	1.00	27,383.00	100%
					-		-	-		-	-
Change Order Totals					\$ 469,570.30		\$ 346,924.15		\$ 462,735.32	99%	\$ 6,834.98
Original Contract and Change Orders											
Project Totals					\$ 3,321,992.02		\$ 3,105,909.85		\$ 3,267,166.02	98.3%	\$ 54,826.00

CHANGE ORDER FORM

NO.: 009

Owner: City of Windsor Heights
 Engineer: Bolton & Menk, Inc.
 Contractor: Caliber Concrete
 Project: 2023 Colby Park Improvement
 Contract Name:
 Date Issued: June 11, 2025
 Owner's Project No.:
 Engineer's Project No.: OT6.128908
 Contractor's Project No.:
 Effective Date of Change Order: June 11, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Costs associated with resealing the patio of the CEC.

Attachments: Attachment 1: Additional project items.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 2,852,637.72	Original Contract Times: Substantial Completion: 9/30/2024 Ready for final payment:
Increase from previously approved Change Orders No. 1 to No. 8 (Change Order No. 5 was not approved): \$ 441,971.31	Increase from previously approved Change Orders No. 1 to No. 8 (Change Order No. 5 was not approved): Substantial Completion: N/A Ready for Final Payment: N/A
Contract Price prior to this Change Order: \$ 3,294,609.03	Contract Times prior to this Change Order: Substantial Completion: 9/30/2024 Ready for final payment:
Increase this Change Order: \$ 27,383	Increase this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 3,321,992.03	Contract Times with all approved Change Orders: Substantial Completion: 5/31/2025 Ready for final payment:

Recommended by Engineer

By: Nate Weich
 Title: Landscape Architect Project Manager
 Date: 06/11/2025

Accepted by Contractor

Caliber Concrete Coowner
6/11/25

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

ATTACHMENT 1

BID ITEM #	DESCRIPTION	QUANTITY CHANGE	UNIT	UNIT PRICE (\$)	VALUE OF BID ITEM
91 (NEW)	CEC RESEALING	1	LS	27,383	27,383
TOTAL					\$ 27,383



**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Crisis Intervention 28E Conflict Waiver

GENERAL INFORMATION

Ahlers Cooney Law Firm represents the City of Urbandale and has on occasion represented the City of Windsor Heights on legal matters. Ahlers plans to draft the 28E for Crisis Intervention Staffing between the City of Urbandale and Windsor Heights. Execution of this waiver will allow Ahlers to proceed with this work on behalf of both cities.

ATTACHMENTS

1. Conflict Waiver Letter - City of Windsor Heights (Urbandale)

May 30, 2025

Adam Plagge
City Administrator
City of Windsor Heights
1145 66th Street
Windsor Heights, IA 50324

RE: Conflict Waiver– Urbandale – Windsor Heights Crisis Intervention 28E

Dear Mr. Plagge:

We were recently asked to represent the City of Urbandale in the review of a 28E agreement between the City of Urbandale (“Urbandale”) and City of Windsor Heights (“Windsor Heights”). However, our firm also currently represents the City of Windsor Heights on certain matters unrelated to the 28E, including labor matters (“Windsor Heights Representations”). The purpose of this letter is to inform you that the proposed representation of the City of Urbandale and the Windsor Heights Representations present an ethical conflict of interest for our firm, and to seek the consent of Windsor Heights to our representation of Urbandale in the 28E matter.

While this work is not within the scope of the Windsor Heights Representations and I will not personally be working on the matter for the City of Windsor Heights, this representation is a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. From a legal perspective, a concurrent conflict of interest exists under Iowa rules if (1) *the representation of one client will be directly adverse to another client*; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We know that the second condition stated above does not apply to this situation, but our firm’s representation of Urbandale on the matter will be directly adverse to Windsor Heights.

The state’s ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each of their affected clients as the matters being addressed are totally unrelated, the representation is not prohibited by law, and there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of Windsor Heights to proceed in connection with the 28E agreement.

Please be aware that the Rules of Professional Conduct require that we represent all our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose or use any confidential information that we may have acquired about either party to the other in our prior or ongoing representation of the parties.

In deciding whether to consent, you should consider how our representation as described above could or may affect you. For example, clients that are asked to waive or consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our Firm if you have any questions or concerns about whether you should sign this conflict waiver.

The purpose of this letter is to seek the written consent of Windsor Heights to proceed. We are also seeking Urbandale's consent in writing by a separate letter. Although we are asking the parties to waive this conflict of interest so that we can represent the City of Urbandale, neither party is obligated to do so. If either party objects to the waiver, we will not undertake work on the matter.

Please feel free to contact me with any questions or concerns. If you consent to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention. Thank you.

Very truly yours,

AHLERS & COONEY, P.C.

/s/ Ann Smisek

Ann M. Smisek

AMS:swj

The City of Windsor Heights waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the City of Urbandale with respect to the above-referenced transaction and the Windsor Heights Representations.

Dated this ____ day of _____, 2025.

CITY OF WINDSOR HEIGHTS

By: _____
Mayor

By: _____
City Clerk



**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 68th Street Improvements Pay Request 2 and Change Order 2

GENERAL INFORMATION

ATTACHMENTS

1. LTR-68th Street-Pay App 2
2. 1133739_Pay Application_002
3. LTR-68-CO 002
4. 1133739_Change Order_002



Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

June 11, 2025

Mr. Adam Plagge
City Administrator
City of Windsor Heights, Iowa

RE: 68th Street Improvements Project
Pay Request 2

Dear Mr. Plagge:

Submitted for your approval is Pay Request 2 for the above-mentioned project. Pay Request 2 is for a total payment of \$153,123.37. The total payments to date: \$325,331.29. Please see Pay Request 2 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Request 2. Upon approval of Pay Request 2, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office and one executed copy of the pay request to Shekar Engineering, P.L.C. with payment.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, PE
Municipal Assistant Practice Leader, Principal

Enclosure



City of Windsor Heights - Iowa

Detailed Payment

68th Street Improvements

Description	Reconstruction of 68th Street
Payment Number	2
Pay Period	05/01/2025 to 05/31/2025
Prime Contractor	SHEKAR ENGINEERING, PLC
Payment Status	Pending
Awarded Project Amount	\$1,878,164.17
Authorized Amount	\$1,884,632.89

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - Base Bid - Quantities										
0001	2010-C	LS	\$10,237.500	1.000	0.000	1.000	1.000	1.000	\$0.00	\$10,237.50
CLEARING AND GRUBBING										
0002	2010-D-1	CY	\$10.200	948.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOPSOIL, ON-SITE										
0003	2010-E	CY	\$15.300	2,606.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION, CLASS 10										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0004	2010-F	CY	\$20.400	795.000	48.702	0.000	48.702	48.702	\$993.52	\$993.52
BELOW GRADE EXCAVATION (CORE OUT)										
0005	2010-G	SY	\$1.020	7,950.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBGRADE PREPARATION										
0006	2010-I	SY	\$2.040	795.000	438.756	0.000	438.756	438.756	\$895.06	\$895.06
SUBGRADE TREATMENT, GEOGRID, TYPE 2										
0007	2010-J	SY	\$16.830	7,950.000	792.301	0.000	792.301	792.301	\$13,334.43	\$13,334.43
SUBBASE, MODIFIED, 8 INCHES										
0008	3010-D	CY	\$81.600	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL										
0009	4020-A-1	LF	\$44.280	12.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER, TRENCHED, PP, 8 INCH										
0010	4020-A-1	LF	\$46.890	1,550.000	230.000	0.000	230.000	230.000	\$10,784.70	\$10,784.70
STORM SEWER, TRENCHED, 15 INCH										
0011	4020-A-1	LF	\$83.040	27.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER, TRENCHED, 18 INCH										
0012	4020-A-1	LF	\$151.470	47.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER, TRENCHED, 36 INCH										
0013	4020-A-1	LF	\$232.490	50.000	40.000	0.000	40.000	40.000	\$9,299.60	\$9,299.60
STORM SEWER, TRENCHED, RCP, 37" X 23" ARCH										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0014	4020-D	LF	\$9.930	348.000	128.000	20.000	148.000	148.000	\$1,271.04	\$1,469.64
REMOVAL OF STORM SEWER, LESS THAN 36 INCH										
0015	4040-A	LF	\$14.520	3,330.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN, PERFORATED HDPE, 6 INCH										
0016	4040-C-1	EA	\$501.030	16.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH										
0017	4040-D-1	EA	\$475.310	14.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6 INCH										
0018	4050-H-1	EA	\$5,397.010	3.000	3.000	1.000	4.000	4.000	\$16,191.03	\$21,588.04
SPOT REPAIRS BY PIPE REPLACEMENT, PVC, 4 INCH										
0019	SPEC. PROV.	LF	\$790.910	10.000	4.000	8.000	12.000	12.000	\$3,163.64	\$9,490.92
WATER MAIN, TRENCHED, PVC C900 (DR 18), 6 INCH WITH TRACER WIRE										
0020	SPEC. PROV.	LF	\$50.630	1,880.000	0.000	718.000	718.000	718.000	\$0.00	\$36,352.34
WATER MAIN, TRENCHED, PVC C900 (DR 18), 8 INCH WITH TRACER WIRE										
0021	SPEC. PROV.	LB	\$8.580	1,779.000	81.000	802.000	883.000	883.000	\$694.98	\$7,576.14
FITTING BY WEIGHT, DUCTILE IRON										
0022	SPEC. PROV.	EA	\$1,264.190	23.000	8.000	2.000	10.000	10.000	\$10,113.52	\$12,641.90
WATER SERVICE TRANSFER, COPPER, 1 INCH , SAME SIDE										
0023	SPEC. PROV.	EA	\$2,022.360	26.000	9.000	2.000	11.000	11.000	\$18,201.24	\$22,245.96
WATER SERVICE TRANSFER, COPPER, 1 INCH, OPPOSITE SIDE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0024	SPEC. PROV.	LF	\$8.220	410.000	8.800	0.000	8.800	8.800	\$72.34	\$72.34
WATER MAIN REMOVAL										
0025	SPEC. PROV.	EA	\$2,210.620	1.000	0.000	2.000	2.000	2.000	\$0.00	\$4,421.24
VALVE, GATE, 6 INCH										
0026	SPEC. PROV.	EA	\$2,923.700	4.000	0.000	1.000	1.000	1.000	\$0.00	\$2,923.70
VALVE, GATE, 8 INCH										
0027	SPEC. PROV.	EA	\$7,946.350	5.000	0.000	2.000	2.000	2.000	\$0.00	\$15,892.70
FIRE HYDRANT ASSEMBLY										
0028	SPEC. PROV.	EA	\$1,439.150	5.000	0.000	1.000	1.000	1.000	\$0.00	\$1,439.15
FLUSHING DEVICE (BLOW OFF), 4 INCH										
0029	SPEC. PROV.	EA	\$727.440	5.000	2.000	0.000	2.000	2.000	\$1,454.88	\$1,454.88
FIRE HYDRANT ASSEMBLY REMOVAL										
0030	SPEC. PROV.	EA	\$92.130	3.000	1.000	0.000	1.000	1.000	\$92.13	\$92.13
VALVE BOX REMOVAL										
0031	SPEC. PROV.	EA	\$524.630	49.000	17.000	5.000	22.000	22.000	\$8,918.71	\$11,541.86
TAP FEE, 1", REPLACE TAP FOR WATER SERVICE										
0032	SPEC. PROV.	EA	\$2,228.390	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE										
0033	6010-A	EA	\$6,546.880	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM MANHOLE, SW-401, 60 INCH										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0034	6010-A	EA	\$8,531.000	1.000	1.000	0.000	1.000	1.000	\$8,531.00	\$8,531.00
STORM MANHOLE, SW-401, 72 INCH										
0035	6010-B	EA	\$4,066.390	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-501										
0036	6010-B	EA	\$5,673.030	12.000	2.750	0.000	2.750	2.750	\$15,600.83	\$15,600.83
INTAKE, SW-505										
0037	6010-B	EA	\$4,046.560	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-507										
0038	6010-B	EA	\$2,042.730	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-512										
0039	6010-B	EA	\$11,693.510	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-516, MODIFIED										
0040	6010-E	EA	\$2,002.560	5.000	1.000	0.000	1.000	1.000	\$2,002.56	\$2,002.56
SANITARY MANHOLE ADJUSTMENT, MINOR										
0041	6010-E	EA	\$1,458.720	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM MANHOLE ADJUSTMENT, MINOR										
0042	6010-F	EA	\$3,385.790	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SANITARY MANHOLE ADJUSTMENT, MAJOR										
0043	6010-G	EA	\$784.810	1.000	1.000	0.000	1.000	1.000	\$784.81	\$784.81
CONNECTION TO EXISTING MANHOLE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0044	6010-H	EA	\$889.920	9.000	4.000	1.000	5.000	5.000	\$3,559.68	\$4,449.60
REMOVE INTAKE										
0045	7010-A	SY	\$57.260	6,100.000	522.623	0.000	522.623	522.623	\$29,925.39	\$29,925.39
PAVEMENT, PCC, 7 INCH										
0046	7010-A	SY	\$123.170	200.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAVEMENT, PCC, 10 INCH										
0047	7010-999-A	LF	\$1.020	12,350.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
JOINT PREVENTATIVE SEALANT										
0048	7010-N	SY	\$5.250	1,800.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
COLD WEATHER PROTECTION										
0049	7030-A-1	SY	\$10.200	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF SIDEWALK										
0050	7030-A-3	SY	\$10.200	1,190.000	0.000	463.300	463.300	463.300	\$0.00	\$4,725.66
REMOVAL OF DRIVEWAY										
0051	7030-E	SY	\$45.900	820.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, PCC, 4 INCH										
0052	7030-E	SY	\$66.300	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, PCC, 4 INCH, REINFORCED										
0053	7030-E	SY	\$56.100	130.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, PCC, 6 INCH										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0054	7030-G	SY	\$51.000	96.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DETECTABLE WARNING										
0055	7030-H-1	SY	\$59.670	1,020.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DRIVEWAY, PAVED, PCC, 6 INCH										
0056	7030-H-3	TON	\$45.900	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY GRANULAR SURFACING, CLASS A ROAD STONE										
0057	7040-H	SY	\$12.140	5,630.000	0.000	2,250.300	2,250.300	2,250.300	\$0.00	\$27,318.64
PAVEMENT REMOVAL										
0058	8020-C	STA	\$1,785.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED PAVEMENT MARKINGS, DURABLE										
0059	8020-M	STA	\$918.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR PAVEMENT MARKINGS										
0060	8030-A	LS	\$13,158.000	1.000	0.000	0.100	0.100	0.100	\$0.00	\$1,315.80
TEMPORARY TRAFFIC CONTROL										
0061	8040-A	EA	\$153.000	13.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRAFFIC SIGNS, TYPE A										
0062	8040-D	EA	\$204.000	13.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORATED SQUARE STEEL TUBE POSTS										
0063	9010-D	MGAL	\$71.400	93.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATERING										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0064	9020-A	SQ	\$66.300	350.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SOD										
0065	9030-B	EA	\$408.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS WITH WARRANTY, ORNAMENTAL TREE										
0066	9030-B	EA	\$464.100	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS WITH WARRANTY, DECIDUOUS TREE										
0067	9040-A-1	LS	\$1,530.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,530.00
SWPPP PREPARATION										
0068	9040-A-2	LS	\$3,468.000	1.000	0.100	0.100	0.200	0.200	\$346.80	\$693.60
SWPPP MANAGEMENT										
0069	9040-D-1	LF	\$1.730	6,000.000	0.000	160.000	160.000	160.000	\$0.00	\$276.80
FILTER SOCK, 9 INCH										
0070	9040-O-1	SY	\$10.200	300.000	0.000	100.000	100.000	100.000	\$0.00	\$1,020.00
STABILIZED CONSTRUCTION ENTRANCE										
0071	9040-Q-2	AC	\$1,489.200	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EROSION CONTROL MULCHING, HYDRO MULCHING										
0072	9040-T-1	EA	\$102.000	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INLET PROTECTION DEVICE, MAINTENCE, AND REMOVAL										
0073	9070-A	SF	\$49.980	160.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MODULAR BLOCK RETAINING WALL										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0074	11020-A	LS	\$109,882.500	1.000	0.000	0.250	0.250	0.250	\$0.00	\$27,470.63
MOBILIZATION										
0075	9040-D-1	LS	\$4,725.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MAINTENANCE OF POSTAL SERVICE										
0076	9040-O-1	LS	\$5,250.000	1.000	0.100	0.100	0.200	0.200	\$525.00	\$1,050.00
MAINTENANCE OF SOLID WASTE COLLECTION										
0077	9040-Q-2	LS	\$3,150.000	1.000	0.000	0.600	0.600	0.600	\$0.00	\$1,890.00
TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS										
0078	11030-A	LS	\$3,672.000	1.000	0.100	0.000	0.100	0.100	\$367.20	\$367.20
CONCRETE WASHOUT										
8010	2599-9999010	LS	\$2,410.320	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,410.32
('LUMP SUM' ITEM): Water Main Casing Pipe - School Street & 68th Street										
8020	2599-9999010	LS	\$4,058.400	1.000	1.000	0.000	1.000	1.000	\$4,058.40	\$4,058.40
('LUMP SUM' ITEM): Sanitary Sewer Wye Replacement										
Section Totals:									\$161,182.49	\$330,168.99
Section: 0002 - Alternate A - Quantities										
A1	2010-C	LS	\$12,285.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$12,285.00
CLEARING AND GRUBBING										
A2	2010-D-1	CY	\$10.200	156.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOPSOIL, ON-SITE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A3	2010-E	CY	\$15.300	309.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION, CLASS 10										
A4	2010-F	CY	\$20.400	102.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
BELOW GRADE EXCAVATION (CORE OUT)										
A5	2010-G	SY	\$1.020	1,020.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBGRADE PREPARATION										
A6	2010-I	SY	\$2.040	102.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBGRADE TREATMENT, GEOGRID, TYPE 2										
A7	2010-J	SY	\$16.830	1,020.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBBASE, MODIFIED, 8 INCHES										
A8	3010-D	CY	\$81.600	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL										
A9	4020-A-1	LF	\$109.720	145.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER, TRENCHED, 36 INCH										
A10	4020-A-1	LF	\$237.760	132.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER, TRENCHED, RCP, 44" X 27" ARCH										
A11	4020-D	LF	\$10.060	275.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF STORM SEWER, LESS THAN 36 INCH										
A12	4040-A	LF	\$13.950	524.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN, PERFORATED HDPE, 6 INCH										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A13	4040-C-1	EA	\$500.960	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH										
A14	4040-D-1	EA	\$475.210	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6 INCH										
A15	SPEC. PROV.	LF	\$36.260	260.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, PVC C900 (DR 18), 8 INCH WITH TRACER WIRE										
A16	SPEC. PROV.	LB	\$9.640	76.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FITTING BY WEIGHT, DUCTILE IRON										
A17	SPEC. PROV.	LF	\$8.250	40.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN REMOVAL										
A18	6010-A	EA	\$8,088.270	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM MANHOLE, SW-401, 72 INCH										
A19	6010-B	EA	\$12,150.330	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-516, MODIFIED										
A20	6010-E	EA	\$1,261.680	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE ADJUSTMENT, MINOR										
A21	6010-H	EA	\$917.530	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE INTAKE										
A22	7010-A	SY	\$57.260	800.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAVEMENT, PCC, 7 INCH										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A23	7010-999-A	LF	\$1.020	1,804.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
JOINT PREVENTATIVE SEALANT										
A24	7030-A-1	SY	\$10.200	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF SIDEWALK										
A25	7030-A-3	SY	\$10.200	110.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF DRIVEWAY										
A26	7030-E	SY	\$45.900	150.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, PCC, 4 INCH										
A27	7030-E	SY	\$56.100	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, PCC, 6 INCH										
A28	7030-G	SF	\$51.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DETECTABLE WARNING										
A29	7030-H-1	SY	\$61.200	110.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DRIVEWAY, PAVED, PCC, 6 INCH										
A30	7030-H-3	TON	\$45.900	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY GRANULAR SURFACING, CLASS A ROAD STONE										
A31	7040-H	SY	\$10.200	770.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAVEMENT REMOVAL										
A32	8040-A	EA	\$459.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRAFFIC SIGNS, TYPE A										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A33	8040-D	EA	\$408.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORATED SQUARE STEEL TUBE POSTS										
A34	9010-D	MGAL	\$71.400	14.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATERING										
A35	9020-A	SQ	\$66.300	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SOD										
A36	9040-D-1	LF	\$1.730	840.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FILTER SOCK, 9 INCH										
A37	9040-T-1	EA	\$122.400	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INLET PROTECTION DEVICE, MAINTENCE, AND REMOVAL										
A38	9060-D	LF	\$57.750	80.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL AND REINSTALLATION OF EXISTING FENCE, CHAIN LINK FENCE, RESIDENTIAL										
A39	11040-A	LS	\$1,890.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS										
A40	11050-A	LS	\$3,672.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONCRETE WASHOUT										
Section Totals:									\$0.00	\$12,285.00
Total Payments:									\$161,182.49	\$342,453.99

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion - Liquidated Damages \$500/Day	05/29/2026	05/29/2026	N/A	\$0.00	N/A	363.0 Days	\$0.00
Substantial Completion - Liquidated Damages \$500/Day	11/21/2025	11/21/2025	N/A	\$0.00	N/A	174.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$161,182.49	Approved Work To Date:	\$342,453.99
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$8,059.12	Retainage To Date:	\$17,122.70
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$153,123.37	Payments To Date:	\$325,331.29
Previous Payment:	\$172,207.92	Previous Payments To Date:	\$172,207.92

SIGNATURE LINE FOR PAYMENT REPORTS

ENGINEER'S CERTIFICATION:

In accordance with the Contract Documents, based on on-site observations and the data comprising this Payment Application, the Construction Project Manager certifies to the City of Windsor Heights that to the best of the Construction Project Manager's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of Amount Certified.

AMOUNT CERTIFIED: \$ _____

By: _____ Date: _____

CONTRACTOR'S CERTIFICATION:

Contractor certifies that to the best of Contractor's knowledge, information and belief, the Work covered by this Payment Application has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which payments were issued and payments received from the City of Windsor Heights, and that the current payment applied herein is now due.

By: _____ Date: _____

CITY OF WINDSOR HEIGHTS REVIEW / APPROVAL:

By: _____ Date: _____



**BOLTON
& MENK**

Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

June 11, 2025

Mr. Adam Plagge
City Administrator
City of Windsor Heights, Iowa

RE: 68th Street Improvements
Change Order 2

Dear Mr. Plagge

Submitted for your approval is Change Order 2 for the above-mentioned project. Change Order 2 includes replacing an existing damaged sanitary sewer wye and dewatering. The damaged wye was discovered while replacing an orangeburg sanitary sewer service. The approved contract value of \$1,880,574.49 will be increased by \$4,058.40 for a revised contract value of \$1,884,632.89. Please see Change Order 2 for a full summary of the change items.

Bolton & Menk, Inc. recommends the approval of Change Order 2. Upon approval of Change Order 2, please sign 3 copies in the space provided. Return one executed copy of the change order to our office and one executed copy of the change order to Shekar Engineering, P.L.C.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, P.E.
Municipal Assistant Practice Leader, Principal

Enclosure



City of Windsor Heights - Iowa

Change Order Details

68th Street Improvements

Description	Reconstruction of 68th Street
Prime Contractor	SHEKAR ENGINEERING, PLC
Change Order	2
Status	Approved
Date Created	06/09/2025
Type	Non-Significant - Non-Participating
Change Order Description	8020 - Sanitary Sewer Wye Replacement
Awarded Project Amount	\$1,878,164.17
Authorized Project Amount	\$1,880,574.49
Change Order Amount	\$4,058.40
Revised Project Amount	\$1,884,632.89

B - Reason for change:

8020 - Sanitary sewer wye was damaged prior to construction. Replacement of wye including connection to existing main and dewatering.

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

8020 - Agreed lump sum price

E - Contract time adjustment:

None

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 0001 - Base Bid - Quantities					
8020	2599-9999010	LS	1.000	\$4,058.400	\$4,058.40
('LUMP SUM' ITEM): Sanitary Sewer Wye Replacement					
1 item					Total: \$4,058.40

AGREED BY CONTRACTOR:

By:_____ Date:_____

RECOMMENDED BY ENGINEER:

By:_____ Date:_____

APPROVED BY CITY OF WINDSOR HEIGHTS :

By:_____ Date:_____



**Civil and Environmental Engineering
Consultants and General Contractors**

May 28, 2025

Wyatt Klooster
Bolton & Menk, Inc
430 E. Grand Avenue, Ste 101
Des Moines, IA 50309

Re: Change Order #2 – Sanitary Spot Repairs
68th Street Improvement Project

Dear Wyatt,

Please find attached a Change Order #2 and supporting documents for Sanitary Spot Repairs for the subject project. Please feel free to contact me if you have any questions or need additional information.

Sincerely

A handwritten signature in blue ink, appearing to read 'Chandra Shekar', with a stylized flourish at the end.

Chandra Shekar, P.E.
President
Cell: 515-975-6495
Email: Chandra@shekar.us

SHEKAR ENGINEERING

68th Street Improvement Project

Date: 5/28/2025

[illegible]

General Condition

	Description	Quantity	Unit	Unit Rate	Extended Cost
1	Mileage	0	MI	1.00	0.00
2	Mobilization	0	LS	5,000.00	0.00
2	Project Management	0	HR	125.00	0.00
3	Site Superintendent/Safety Officer	0	HR	80.00	0.00
3	Porto - Potty	0	MO	200.00	0.00
4	Dumpster + Disposal Fees	0	LS	1,000.00	0.00
				Sub-Total	0.00

SHEKAR ENGINEERING



Chandra Shekar
President

5/28/2025

Additional Sanitary Spot Repair Change Order - 68th St. Improvements



PO Box 220. Adel, Iowa 50003

Contact: Colby Rowley
Phone: 515-795-6056
Email: colby@tciowa.net

Quote To: Shekar Engineering
Project ID:

Date of Plans:
Addendum:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Additional 4" Sanitary Wye & Connection	1.00	LS	2,716.17	2,716.17
2	Dewatering	1.00	LS	973.28	973.28

GRAND TOTAL **\$3,689.45**

NOTES:

Note:

1) Additional 4" Sanitary Wye & Connection pricing includes a new sanitary wye, associated connection parts, dewatering, labor and equipment associated with connection to the existing sanitary main.

NOTE: DUE TO SUPPLY ISSUES, MATERIAL AVAILABILITY AND PRICING IS SUBJECT TO CHANGE, AND CANNOT BE GUARANTEED.

**NOTE: This proposal may be withdrawn by us if not accepted within 10 days

Utility locations/ elevations/ conditions are to be approved by the general contractor/owner before mobilization. Bid reflects stubbing utilities within five feet of buildings unless otherwise noted

Not included unless line item in bid: System development fee, sanitary connection fee, water connection fee, storm sewer connection fee, storm water pollution prevention plans / inspections, DNR permits / reports, grading permits, plumbing permits, silt fence / sock installation or removal, erosion control matting, mulch / temporary mulch, sod or seed, watering of sod or seed, landscaping, staking, as-built drawings / survey, AGC dues, bonds, additional insurance, railroad insurance, engineering, flaggers, barricades, traffic control, inspection, soil testing, compaction testing, concrete testing, material testing, soil borings, saw cuts, core drilling, concrete replacement, fine / finish grade, excavation of rock, frost excavation / ripping, any over-excavation of soil, compaction of existing fill, excavation / removal / disposal of debris, trash, trees, etc., aggregate base under buildings / footings / sidewalks / cunettes / concrete swales / paving, removal / disposal of contaminated soil / contaminated water / contaminated buried debris, import or export of soil, export of excess utility soils, import of suitable topsoil if sufficient topsoil is not available on site, dump fees, amended soils, bioswales, handling or removal of dirt generated by other trades, site demo, cutting / drilling of footing / concrete to facilitate roof drain / utility installation, adjustment of existing valve boxes / manholes / intakes, adjustment of fiber hand holes / manholes, interior plumbing, trench drains / vane drains / mat drains, sleeves for other utilities / trades, footing / wall sleeves, fence removal / replacement, dewatering, concrete special shaping or throat for intakes, additional mobilization to repair damage to grade / utilities by others, rock surfacing, temporary / permanent fencing, hand excavation, hand tamping, repair of unmarked irrigation lines, repair of unmarked private utilities, repair of existing tile, digging or backfilling retaining wall, digging or backfilling footings, backfill of utility trenches from other trades, asbestos testing / handling / abatement. Soil stabilization, fly ash, lime, cement treated soils. Temporary construction entrances to be left in place unless otherwise noted. Winter conditions are not included unless noted in scope.

Backcharges will not be accepted without a minimum 48 hour written notice to cure.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. Extra work will not be done without a change order signed by an authorized person.

An additional fee for overtime, double time, weekend and emergency repair / response will be charged if needed. Late fees may be charged on past due invoices.

All agreements contingent upon strikes, accidents, or delays beyond our control. Payment shall be due 30 days after receipt of invoice unless otherwise noted.

Provided By Thorpe Contracting, LLC:

All Labor, Equipment, and Supervision for installation of the above scope

All required testing, televising, and inspection of above scope

Note:

Upon award of this contract, this proposal shall become an attachment to the binding agreement.

Any items not listed in the above quote are considered to be excluded



**STAFF REPORT
CITY COUNCIL**
June 16, 2025

TO: CITY COUNCIL
FROM: Mike Jones, Mayor

SUBJECT: Approve Juneteenth Proclamation

GENERAL INFORMATION

ATTACHMENTS

1. Juneteenth Proclamation



City of Windsor Heights

JUNETEENTH PROCLAMATION

WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, declaring that “all persons held as slaves” within the rebellious states “are, and henceforward shall be free.”; and

WHEREAS, this order was largely ignored by southern enslavers, even beyond the surrender of Confederate General Robert E. Lee at Appomattox Court House on April 9, 1865; and

WHEREAS, it was not until June 19, 1865, when Union Major General Gordon Granger landed on the island of Galveston, Texas, that the Emancipation Proclamation was enforced by way of General Order No. 3, which read in part that “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free.”; and

WHEREAS, June 19 has since come to be known as Juneteenth and is one of the oldest known public celebrations of the end of slavery in the United States; and

WHEREAS, Juneteenth was established as a State holiday on April 11, 2002 by Iowa Governor Tom Vilsack and a Federal holiday on June 17, 2021, by President Joe Biden; and

WHEREAS, Juneteenth is a celebration of the strength and resolve of Black Americans, an occasion to honor the history, art, culture and achievement of Black Americans, and an opportunity to reflect and act on the continued oppression of Black Americans through mass incarceration, redlining and other forms of systemic racism; and

WHEREAS, this celebration, honoring, reflection and action is necessary if we are to build a truly just society and “a more perfect union”.

Now, therefore, I, Michael Jones, Mayor of Windsor Heights, do hereby recognize June 19, 2025 as

JUNETEENTH NATIONAL FREEDOM DAY

in Windsor Heights, and encourage citizens to engage in community events across the Des Moines Metro surrounding this important observance.

Signed and sealed this 16TH day of June 2025.



Mike Jones
Mayor of Windsor Heights



**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator
Justin Ernst, City Engineer
Andy Larson

SUBJECT: Discussion of 73rd Street Improvements – Phase 2 Preliminary Design Contract with Bolton & Menk

GENERAL INFORMATION

Reconstruction of 73rd St. south of University Ave is tentatively slated for 2030-2031 in the CIP with an estimated cost of \$19 million. Moving forward with preliminary design for the 73rd Street Improvements - Phase 2 seeks to identify potential conflicts prior to starting final design. It also aims to refine cost estimates, determine property acquisition requirements, and gather updated feedback from the community and nearby property owners. This preliminary design will show funding sources the City's commitment to the project and to the feasibility of what is being proposed. Proceeding with this work will facilitate future grant applications and help with a planned ask to the Iowa DOT to contribute to modifications to I235 ramps.

Key Components of Preliminary Design:

1. **Conflict Identification:** The preliminary design will help identify potential conflicts early in the process, allowing for timely resolution and smoother progress during the final design phase.
2. **Cost Estimates Refinement:** A preliminary cost estimate will be developed to ensure proper budgeting and financial planning for the project.
3. **Property Acquisition Needs:** The project will identify any necessary property acquisitions to facilitate the improvements.
4. **Community Feedback:** Feedback from the community and adjacent property owners will be gathered and incorporated into the design to address concerns and improve overall satisfaction.
5. **Governmental Stakeholder Meetings:** Meeting with adjacent communities and the Iowa DOT will be completed to discuss the project and potential funding.

Project Schedule

The preliminary design is expected to commence in the summer of 2025 and wrap up the end of 2025 or early 2026.

ATTACHMENTS

1. 73rd Street - Phase 2 Std Agreement IA

CONTRACT SUMMARY PAGE

Term	Description	Section
"CONSULTANT"	Bolton & Menk, Inc.	Preamble
"CLIENT"	City of Windsor Heights	Preamble
"Project"	73 rd Street Improvements – Phase 2	Preamble
Scope of Services	Services to be performed in connection with the Project	Exhibit A
Fees	Consultant shall be compensated by on an hourly basis pursuant to the Schedule of Fees, but the total fees shall not exceed \$300,000	Section III.A, Schedule 1
Schedule of Fees	Hourly rates to be charged for the Project or for Additional Services	Schedule 1
Reimbursable Expenses	Consultant shall be reimbursed at cost plus an overhead fee not to exceed 10% for Direct Expenses incurred in the performance of the work.	Section III.A.6
Payment	Consultant shall invoice Client no more than monthly, with payments to be due within 45 days of invoice.	Section III.B
Limitation of Liability	Consultant's aggregate liability shall not exceed: the total available insurance proceeds paid on behalf of or to Consultant in satisfaction of Client's claims, up to the then available amount of insurance under the applicable policy \$2,000,000.	Section IV.C.5
Term of Agreement	Two years or a longer identified completion period	Section IV.J

ATTACHMENTS:

- Schedule 1 Schedule of Fees
- Exhibit A Scope of Services

AGREEMENT FOR PROFESSIONAL SERVICES IA

STANDARD PROJECT-PUBLIC CLIENT

PUBLIC CLIENT and BOLTON & MENK, INC.

This Agreement, made this 16th day of June, 2025, by and between CITY OF WINDSOR HEIGHTS, 1145 66TH STREET, SUITE 1, WINDSOR HEIGHTS, IOWA 50324, ("CLIENT"), and BOLTON & MENK, INC., 430 E. GRAND AVENUE, SUITE 101, DES MOINES, IOWA 50309, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with 73RD STREET IMPROVEMENTS – PHASE 2 ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.

B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed \$300,000.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work subject to the Total cost not to exceed fee or approved Additional Services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.

2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
1. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.



Justin Ernst, PE

Municipal Assistant Practice Leader | Principal

2025 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
Graduate Engineer	\$125-185
Design Engineer	\$125-196
Project Engineer	\$145-215
Senior Project Engineer	\$160-215
Project Manager	\$135-240
Senior Project Manager	\$188-273
Architect	\$186-267
Planner	\$125-168
Senior Planner	\$170-228
Landscape Designer	\$98-196
Landscape Architect	\$148-176
Senior Landscape Architect	\$160-268
Survey Technician ¹	\$90-196
Graduate Surveyor	\$122-190
Licensed Project Surveyor	\$180-225
Technician	\$75-182
Senior Technician	\$125-212
Administrative/Corporate Specialists	\$68-175
Specialist*	\$100-230
Practice Expert**	\$145-363
Principal**	\$175-316
Senior Principal**	\$218-333
GPS/Robotic Survey Equipment ¹	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

ATTACHMENT A

SCOPE OF SERVICES

The work to be performed by Bolton & Menk, Inc. (CONSULTANT) under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project involves the reconstruction of 73rd Street, which includes approximately 3,600 linear feet of 73rd Street between Center Street and University Avenue. The CONSULTANT will carry out design surveys, geotechnical investigation, and preliminary roadway design. This scope of services is based on the following project assumptions:

Project Assumptions

- Field surveys will extend along 73rd Street between Center Street and University Avenue. Survey does not include under the existing bridge north of Buffalo Road and any portions of Walnut Creek.
- No legal surveys completed. Any legal surveys will be completed during final design.
- A five-foot-wide sidewalk will be constructed on the east side of 73rd Street between Center Street and Buffalo Road.
- Preliminary storm sewer design.
- Streetlight analysis of the roadway providing recommendations of street lighting.
- Iowa Department of Transportation (Iowa DOT) design guidelines will be followed along with the Statewide Urban Design and Specifications (SUDAS) when applicable.
- Geotechnical Services will be completed by CMT to include geotechnical design and soil borings.

The scope of services to be performed by the CONSULTANT shall be in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

TASK I - BASIC SERVICES OF THE CONSULTANT

The CONSULTANT shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the CONSULTANT full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available pertinent existing data. The CONSULTANT shall provide the following Basic Services regarding the Project.

A. Project Coordination

The CONSULTANT will complete the following project coordination tasks.

1. Project Management

This task will continue throughout the project. The Project Manager will oversee the budget and schedule for the project, act as the point of contact for City staff, and coordinate all work performed by the design team and sub-consultants.

The Project Manager will handle monthly progress reporting, meeting minutes, interoffice memoranda, and invoicing. Additionally, this task includes staff scheduling, coordination with sub-consultants, progress review, senior review of deliverables, and administration of the City's project SharePoint site.

2. Meetings with City Staff

For budget purposes, the CONSULTANT will attend meetings with two (2) staff members of the CONSULTANT.

The following meetings with City staff are included with the scope of work:

- a. Project Kickoff Meeting
- b. Preliminary (30%) Review Meeting

One additional meeting is included for miscellaneous purposes, and it is agreed by the parties that the CONSULTANT will attend additional meetings as necessary to complete the Project.

3. Coordination with Other Agencies

Communicate with other agencies discuss design elements. Coordinate to set schedules, establish design parameters, enhance decision-making, and speed up design development. Document meetings and other communications.

For budget purposes, the CONSULTANT will attend meetings with two (2) staff members of the CONSULTANT.

The following meetings with other agencies will be included in the scope of work:

- City of West Des Moines – 2 meetings.
- City of Clive – 1 meeting.
- Iowa DOT – 2 meetings.
- Norfolk Southern – 2 meetings.

One additional meeting is included for miscellaneous purposes, and it is agreed by the parties that the CONSULTANT will attend additional meetings as necessary to complete the Project.

4. Public Notice of Project

Prepare a project notice letter for property owners directly adjacent to the project. This letter will include a brief description of the project, notification of field survey, the anticipated schedule, and contact information. Distribute the notice letter after receiving City review and approval. The notice should be sent before any field survey begins.

5. Public Involvement

The CONSULTANT will conduct one (1) project information meeting for the public, with attendance by three (3) staff members from the CONSULTANT. The purpose of the meeting is to provide an overview of the proposed improvements and gather feedback on concerns, priorities, and specific issues from nearby property owners and other affected parties. The meeting will be held in-person, in an open-house format, and will include exhibit preparation, comment sheets, sign-in sheets, and plan sets.

The City will arrange the reservation of the meeting facility and issue public notifications. The CONSULTANT is tasked with preparing the notice for the City.

6. Individual Property Owner Meetings

Prepare for and attend individual meetings with property owners to discuss the project and address any concerns. Assume fifteen (15) meetings, one per property owner(s), attended by two CONSULTANT staff members.

7. Utility Coordination Meetings

Conduct meetings with utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies.

- Meeting 1 - Review the collected field data, identify any missing information, share with each utility the proposed preliminary layout of the project, and begin initial assessments of impacts to each utility.
- Meeting 2 - Review the layout with utilities at 30% preliminary design.

This task does not include subsurface utility investigations to determine elevations of the existing utilities

B. Data Collection

Conduct field and office activities needed to gather topographic data essential for the project's completion. The City will supply aerial photographs and other existing maps of the project area. The detailed supplemental survey tasks to be carried out include the following:

1. Control Survey

Establish horizontal and vertical control for the Project area based on Horizontal (Iowa State Plane South) and Vertical Control monuments. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

2. Topographic Survey

Perform topographic surveys required for the development of the projects. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping and the digital terrain model. The topographic includes:

- a. Horizontal and vertical location of existing surface improvements.
- b. Types and locations of surfaces
- c. Landscaping and individual trees with diameters over 6 inches will be located. Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines).
- d. Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts.

3. Utility Survey

Perform utility surveys required for the development of the project. Contact utility owners of record or the "Iowa One Call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner.

The CONSULTANT will field locate utility locations established by others. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, and storm sewer (including power poles, pedestals, valves, and manholes). This includes establishing manhole and intake elevations for existing sanitary sewers, storm sewers, and roadway culverts.

Utility potholing is not a part of this task but will be included in future tasks.

4. Boundary Survey

Perform right-of-way surveys required for the development of the project.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

Ownership and Encumbrances report with not be completed with this task.

5. Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

6. Preparation of Acquisition Plats and Legal Descriptions – Task Not Included

7. Soil-Boring Location Survey

This task consists of performing one (1) mobilization to mark soil boring locations.

8. Utility Relocation Staking – Task Not Included

C. Geotechnical Services (by subconsultant).

The CONSULTANT will subcontract geotechnical services to perform geotechnical exploration including field investigations and laboratory testing. The geotechnical services for this task include evaluation of subgrade stabilization, vehicular pavement section design using SUDAS guidance, determination of infiltration rate for design of stormwater infiltration features based on guidance from the Iowa Storm Water Management Manual and preparation of Geotechnical Report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration reports.

Service includes 5 soil borings to a depth of 15 feet each and 1 soil boring to a depth of 25 feet.

D. Environmental Services — Task not included.

E. Traffic Engineering Services — Task not included.

F. 30% Preliminary Design and Layout

The CONSULTANT will provide preliminary design services for the improvements. The main objectives include developing roadway geometric layout and profiles, identifying existing and proposed utility locations, determining existing and proposed right-of-way requirements, and creating a general staging concept for constructing the improvements. The CONSULTANT will consider potential factors that may affect corridor improvements, such as property impacts, construction staging, and traffic control operations. Preliminary design layout will illustrate the proposed grading, drainage, paving, pavement markings and signage, utility relocation, and other features of the project.

The work to be performed by the CONSULTANT under the Preliminary Design phase will consist of the following tasks:

1. Develop Design Criteria

Develop and submit to the City design criteria to be used in the development of the roadway improvements. Criteria will conform to the City, Iowa DOT and AASHTO Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Preferred and Acceptable Clear Zone requirements.
- Provisions for pedestrians and/or bicycles,
- Street lighting requirements.
- Utility corridor locations.

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior before proceeding with subsequent tasks.

2. Preliminary Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types and clear zones.

This task also includes identifying potential storm sewer, water main, fiber conduit, and other utility locations in the development of the typical sections. The scope of services for this project does not include design calculations and capacity analysis for water mains or sanitary sewers.

It is anticipated that one (1) typical cross section will be developed for 73rd Street.

3. Preliminary Horizontal Alignments and Vertical Profiles

Utilizing design survey, develop horizontal alignments and vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing the design criteria.

4. Preliminary Roadway Geometrics

Develop preliminary geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Included as part of this task is design vehicle turning templates at University Avenue, Buffalo Road, I-235 ramps and Center Street. The design vehicle to be used will be WB-67 vehicle.

5. Preliminary Drainage Analysis

Inventory existing hydraulic conditions and analyze the impacts the proposed improvements will have on the local drainage patterns. Once the impacts have been quantified, develop storm sewer system layout plan and major crossroad culverts based on Chapter 2 SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Preliminary vertical profiles will be developed as part of this task.

6. Preliminary Water Main Design

Develop water main alignment and determine location of hydrants, valves, and other key connections with the assistance of Des Moines Water Works.

7. Preliminary Sanitary Sewer Design — Task not included.

8. Preliminary Traffic Signal Design

Develop preliminary design for a permanent traffic signal at the intersection of University Avenue, Buffalo Road, I-235 ramp, and Center Street.

The preliminary layout will include a traffic signal pole layout and major equipment layout. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City, and the Manual on Uniform Traffic Control Devices (MUTCD).

9. Utility Research and Conflict Identification

The CONSULTANT will meet with the utility companies, including City utilities, for information within the project corridor regarding transmission, distribution, and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Identify utility conflicts based upon the preliminary design layout and develop a tabulation for purposes of working through conflict resolution. This task includes storm sewer, water main, and all private utilities including gas, electric and communications.

10. Roadway Lighting Photometric Design

This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout showing proposed poles and fixture locations, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The CONSULTANT will work closely with the City and MidAmerican Energy Company to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

11. Construction Staging Plan Development

Develop a preliminary traffic control concept to indicate how the project will generally be constructed, and how traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including roadway, storm sewer and water main improvements, as well as property access and private utility relocations. With refinement and acceptance by the City, the concepts developed in preliminary layout will serve as the basis for preparing the final traffic control plan in final design.

12. Identify Acquisition Requirements

The CONSULTANT will identify temporary and permanent easement needs based on preliminary design development. The requirements will take into consideration proposed utilities, construction staging and access, utility relocations, and other critical construction elements.

13. Preliminary Plan Layout

Upon completion of the preliminary layout, the design layout will be approximately 30% complete. The preliminary layout will include but not be limited to the following tasks:

a. Preliminary Typical Cross Sections and Details

Consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to the proposed grading, drainage, utilities, and paving improvements.

b. Preliminary Right-of-Way Roll Plot

Consists of assembling roll plot identifying existing and proposed right-of-way and easements.

c. Preliminary Staging Roll Plot

Develop suitable roll plot for construction scheduling and staging of the project. Staging plan shall include provisions for maintaining access to adjacent properties during construction.

a. Preliminary Geometric Roll Plot

Develop geometric roll plot to show layout of the improvements including roadway and pedestrian improvements.

14. Preliminary Opinion of Probable Construction Cost

The CONSULTANT shall prepare a preliminary Opinion of Probable Construction Cost for the Project at the time of completion of the preliminary layout.

15. Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of preliminary layout. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submitting the preliminary plan set to the project team.

Review the preliminary engineering layout for technical accuracy, as well as for general constructability and conformance with the project design criteria.

16. City Review

Plans will be provided to the City at 30% stage for their review of the layout and other submitted documents.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the CONSULTANT shall furnish or obtain from others the following services:

1. Traffic Analysis
2. Real Estate Acquisition Services
3. Boundary or ALTA Surveys
4. Contaminated Soils investigations
5. Retaining Wall Structural Design
6. Street Lighting Wiring Design
7. Streetscape Design
8. Construction Administration
9. Resident Construction Observation
10. Construction Surveys
11. Construction Period Testing Services
12. Sanitary Sewer Design
13. Water Main Design
14. Phase II Cultural Resource Investigations
15. Biological Resource or Bat Acoustic Surveys
16. Alternatives Analysis if an Individual Section 404 Permit is needed



**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator
Nate Leuthold, Deputy City Clerk

SUBJECT: Consideration of Approval to Release Tree Removal Request For Proposals

GENERAL INFORMATION

In the fall of 2024, staff identified various trees around the City that were deemed as potentially hazardous due to their size and being dead, dying, damaged, diseased, etc.. After the initial inspections, staff sent letters to 27 different property owners regarding the identified trees. The letters asked property owners to contact the City with a plan to remove the tree or to request to be included in a City-bid tree removal. The letters also advised that failure to do so may result in the City removing the trees and charging property owners for said removal through a special assessment.

In early April of 2025, a second round of letters went out. To date, 18 property owners have removed a total of 20 dead or dying trees or they have otherwise been resolved. Two (2) additional owners have requested additional time to remove the trees themselves, with plans to remove the trees by the end of June. Four (4) property owners have opted into the City-bid tree removal program. 3 properties with trees of concern have yet to reach out to the City. Several additional problematic trees have also been identified in the past few months and staff are in various stages of contacting these property owners.

Staff is preparing to solicit bids for the removal of trees determined to be a hazardous nuisance under Code Section 50.02 in order to proceed with removal in Fall of 2025. Attached is a draft RFP intended to be sent to reputable tree removal companies in the Metro. The RFP's list of trees for removal will be revised subject to an arborist providing a tree risk assessment for trees whose status requires further investigation. The intent is to award the tree removal bid to the lowest qualified overall bidder with acknowledgement there may be some trees removed independently by property owners or determined not to be a risk at the present and can safely be left in place for the present.

Residents that have opted into the City removal program will be required to pay the bid price on

their tree. Unresponsive residents with a tree determined to be a hazard by a certified arborist will be special assessed for the tree's removal.

Also included in this RFP is removal of a City owned tree at 1151 65th St. and one on Garrison Rd. The seven large ROW Ash trees along the east side of 64th St. north of Carpenter will also be evaluated by an arborist and if viable will be treated for ash borer this year and moving forward unless treatment becomes cost prohibitive. The last time the City treated these trees is believed to be Summer of 2021. The trees show signs of emerald ash borer infestation, and a crane was brought in earlier this year to remove several branches that were dead and/or hanging over the road. It is likely some or all of these trees will need to be removed in the future.

ROW tree planting efforts are planned to take place again Fall of 2025. Trees Forever and City staff plan to meet in July after they onboard new staff to discuss whether to partner in these efforts again this fall. Thereafter resident interest in the program will be solicited and added to the list of those who were not able to receive a tree last year. Additionally, ROW Trees planted last year that did not survive, will be replanted by Trees Forever this fall.

Staff request authorization to finalize and issue a Tree Removal RFP and bring a recommended bid back to City Council for consideration. If a substantial number of ROW trees are required to be removed, a budget amendment may be necessary due to the cost.

ATTACHMENTS

1. Tree Removal RFP DRAFT

City of Windsor Heights

Tree Removal Request for Proposals (RFP)

Project Overview

The City of Windsor Heights (hereinafter “City”) is seeking sealed proposals from qualified contractors (hereinafter “Contractor”) for the removal and stump grinding of an estimated 20 trees located within the City’s right-of-way (ROW) and on private property within the City of Windsor Heights.

All proposals must be received at Windsor Heights City Hall, 1145 66th Street, Windsor Heights, IA 50324, no later than 3:00 PM on July 20th. Proposals must be sealed and clearly marked “Tree Removal RFP – Windsor Heights.” Proposals will be opened at that time.

Bidders may view trees proposed for removal from the Public ROW at their convenience or contact the city to schedule access to private property.

Inquiries should be directed to:

Adam Plagge

City Administrator City of Windsor Heights

Phone: 515-343-7424

Email: aplagge@windsorheights.org

Scope of Work

The selected Contractor will be responsible for:

- Notifying the City of the location of any work taking place 72 hours in advance.
 - Removal of all designated trees marked with an “X.”
 - Grinding of all stumps.
 - Backfilling stump holes with black dirt and reseeding the impacted area.
 - Removal and proper disposal of all tree debris.
 - Site cleanup and repair of any damage caused during removal.
-

Optional Residential Services

Proposals should indicate whether a residential discount will be offered for residents in Windsor Heights seeking tree removal services to trees outside the scope of this RFP, and if so, specify the percentage or amount. The City intends to share this information from the selected bidder with Windsor Heights residents.

List of Trees For Removal On Private Property

This list is subject to revision. If a tree is removed by a resident prior to removal under this contract, that trees removal cost will be subtracted from the total contracted amount. Trees to be removed shall be marked with a red X.

Trees On Private Property

Address	Estimated Diameter	Location Description	Proposed Removal/Grinding Cost
6401 Lincoln	30"	Front yard	
6625 Washington Ave	30-34"	Front yard	
7804 Marilyn Dr	24-34"	Front yard	
1022 65 th St.	24-36"	Back yard	
1305 66 th St.	30"	Front yard	
6407 Forest Ct.	27"	1 on east side and one on west	
6415 School St.	32-36"	Front yard	
6416 Del Matro Ave	TWO TREES 24"-30"	West property line	
1037 65 th St.	10-14"	Back yard	
1105 65 th St.	24"	Front yard (Trunk only)	
1810 79 th St.	36"	Back yard	
2015/2009 90 th St.	24"	Front yard	
6421 Del Matro	24"	Limb Removal Only potentially	
6420 Del Matro	24-30"	Front yard	
6315 Franklin	36"	Front yard	
6403 Northwest Dr	32-38"	Back yard	
6604 Northwest Drive	32-38"	2 Trees, front and back yard	
1914 80 th St.	22-26"	Front yard	

Trees On Public Property

Address	Estimated Diameter	Location Description	Proposed Removal/Grinding Cost
7148 Garrison	20-24"	ROW	
1151 65th St.	20-24"	Front yard Pine	
1317 64th	30"	ROW Ash	
1317 64th	23"	ROW Ash	
1315 64th	33"	ROW Ash	
1313 64th	36"	ROW Ash	
1311 64th	38"	ROW Ash	
1303 64th	33"	ROW Ash	
1303 64th	26"	ROW Ash	

Insurance Requirements

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

\$2,000,000 Each Occurrence

\$4,000,000 General Aggregate

Workers Compensation State Statutory Limits

Selection Process

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

Timeframe

Issuance of Request for Proposals: June 17th, 2025

Opening of Sealed Proposals: July 20th, 2025, at 3:00 PM

Anticipated Award of Proposal: August 4, 2025

Deadline Completion of the Project: November 15th, 2025

Payment

Payment will be made by the City of Windsor Heights within 30 days upon completion of work and submission of an invoice.

DRAFT



**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator
Adam Strait, City Clerk
Pete Roth

SUBJECT: Consideration of Action to Take on Super Quick Mart Tobacco Violation

GENERAL INFORMATION

Super Quick Mart, located at 7690 Hickman Road, has received a 2nd violation of their tobacco license with a history of violations between February 2022 and March 2025. These violations pertain to the unlawful sale of alcohol, tobacco, and vapor products to minors. The Iowa Attorney General's Office and the Department of Revenue have issued civil penalties and administrative sanctions for several of these incidents. The AG's Office does allow local authorities to handle these violations, which the process is outlined in the attached Summary of Iowa's Tobacco Laws provided by the State.

Previous violations were handled by the AG's Office. This was due to low staffing during the time of the violations. As the City is properly staffed at this time, we have the resources to evaluate if it's in the City's best interest to take action on the violation or continue to allow the AG's Office to handle the violation.

As this is a 2nd violation within 2 years, the penalty is a \$1,500.00 fine or a 30-day suspension (Iowa Code section 453A.22(2)(b).). The penalty would be the choice of Super Quick Mart. The penalties for violations are set in the Iowa Code. Therefore, the City does not have the authority to suspend or modify the fines or suspensions. These would be the same if the City or AG's Office pursued the action.

The real analysis would be if the penalties are financially appropriate for the City. Legal costs incurred by the City would most likely be less than \$1,500. Staff time would also need to be dedicated to support legal and, possibly, publish a public hearing for the violation to be presented before Council.

Staff Recommendation

It is the recommendation of staff to allow the AG's Office to pursue the violation and direct WHPD to continue enhanced monitoring within the City as a whole. PD completed another round of compliance checks across the city the past week and Super Quick Mart was compliant. The potential penalty amount received reduced by legal costs and the staff time required does not make pursuing the violation appropriate, as well as the Council's inability to modify the fines or suspensions.

Violation History

February 15, 2022

- **Incident:** Alcohol sold to a minor by a clerk (non-compliance check, call for service).
- **Enforcement Outcome:** \$500 civil penalty issued by court and paid to the Iowa Department of Revenue (IDR).

June 3, 2023

- **Incident:** Alcohol and vape products sold to a minor, discovered during a traffic stop by police officers.
- **Enforcement Outcome:** \$1,500 civil penalty imposed by court, paid to IDR.

June 14, 2023

- **Incident:** Tobacco sold to a minor during an I-pledge tobacco compliance check.
- **Enforcement Outcome:** Civil penalty imposed.

August 25, 2023

- **Incident:** Parent reported Super Quick Mart selling liquor to their son and friends from Van Meter.
- **Enforcement Outcome:** No immediate penalty documented; incident reported to WHPD.

September 27, 2023

- **Incident:** IDR issued a formal notice imposing a \$1,500 civil penalty and a 30-day suspension of alcohol sales.
- **Enforcement Outcome:** Administrative sanction applied.

October 23, 2024

- **Incident:** Super Quick Liquor passed a formal alcohol compliance check.
- **Enforcement Outcome:** No violations noted.

January 10 to February 9, 2025

- **Incident:** Alcohol sales suspended per IDR administrative order.

- **Enforcement Outcome:** 30-day suspension served.

March 12, 2025

- **Incident:** Tobacco/vapor product sold to a person under the age of 21 during a WHPD-conducted I-pledge compliance check.
- **Enforcement Outcome:** The violation was not compliant; adjudication occurred on April 27, 2025. Currently under consideration for a \$1,500 civil penalty, with the City retaining jurisdiction for 60 days to determine if it will handle the administrative sanction or defer to the State.

ATTACHMENTS

1. Super Quick Mart 2nd Violation
2. tobacco_summary_manual_028BDD7543B11

BRENNA BIRD
ATTORNEY GENERAL

JOB MUKKADA
ASSISTANT ATTORNEY GENERAL



1305 East Walnut Street
Des Moines, IA 50319
Direct: 515-281-5846
job.mukkada@iowa.gov
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
REVENUE SECTION

May 09, 2025

CITY OF WINDSOR HEIGHTS
1133 66TH ST
WINDSOR HEIGHTS, IA 50324-1703

Dear City/County Clerk:

This letter is to inform you of a recent sale-to-minor violations by a retailer in your community. This violation was discovered during a routine compliance check. Under Iowa Code chapter 453A, a local jurisdiction wishing to pursue the civil administrative sanction of tobacco retailer violations must do so within 60 days of the date of adjudication of the underlying criminal offense. After 60 days, jurisdiction for the civil administrative proceeding transfers to the State.

The purpose of this letter is to outline the process set out in the Iowa Code, provide information about the State's online licensing and enforcement portal, and offer resources that may assist your community with determining whether it would like to handle the administrative sanction directly.

THE I-PLEDGE PROGRAM

The Alcohol and Tax Compliance Division of the Iowa Department of Revenue (Department), through the I-PLEDGE program, works with local law enforcement and the Iowa State Patrol to conduct compliance checks at all Iowa tobacco retailers. The program also offers education and certification opportunities to increase voluntary compliance with the state's laws.

The I-PLEDGE Retailer Training is offered online at no cost to further this goal. After successfully passing the final test, participants receive a printable certificate that is valid for a period of two years. Establishments that participate in I-PLEDGE Retailer Training are then afforded an affirmative defense for a future instance of non-compliance, but the defense may only be used once in a four-year period.

ENFORCEMENT OF IOWA'S LAWS

By law, employees of establishments who sell tobacco products to minors during these compliance checks are issued a criminal citation, and those cases are prosecuted by the local authorities as simple misdemeanors.

Iowa law also provides for a civil administrative sanction against the retail permit holder if the permit holder, or an employee of the permit holder, is cited for selling tobacco products to a minor. Civil penalties are mandatory and are set out in Iowa Code chapter 453A. If the civil proceeding is carried out locally, the local authority receives any civil penalties paid by the retailer. If the State handles the civil matter, any civil penalties

mL0158, v1

Date: 09-May-2025
Letter ID: L0006726872

assessed are directed to the tobacco retailer training fund.

In certain instances, a business may be able to avoid the civil sanction if a tobacco, alternative nicotine or vapor product sale-to-minor violation occurs in its establishment. In order for the business to be eligible for the affirmative defense, the employee cited for the violation must have been certified by I-PLEDGE at the time of the offense and the business may not have asserted the affirmative defense in the previous four-year period.

NEXT STEPS

Your local jurisdiction has 60 days from the date of the criminal adjudication of the simple misdemeanor to initiate the civil administrative sanction before the local licensing body. After 60 days, or earlier if your local authority elects to transfer it sooner, jurisdiction for the civil administrative sanction is transferred to the State and is handled by the Iowa Attorney General's office.

Your community will coordinate with the State on the civil administrative sanction using the Iowa Department of Revenue's Tobacco Licensing e-Services portal, which enables you to respond to this letter and view related information in one convenient location.

If your local community chooses to handle the civil matter, the Tobacco Licensing e-Services portal will also allow clerks to upload documents confirming that the licensing authority acted on the matter.

ADDITIONAL RESOURCES

Information about the violations in your jurisdiction may be viewed in the Tobacco Licensing Portal. Additionally, should your community wish to handle the civil matter, the Attorney General's office maintains a tobacco enforcement manual that offers legal resources and sample forms that can be downloaded for use by local prosecutors. This manual is available on the Attorney General's website, as well as in the "Resources" menu of the Tobacco Licensing Portal.

Please contact me with any questions regarding this letter.

Sincerely,

/s/ JOB MUKKADA

JOB MUKKADA
ASSISTANT ATTORNEY GENERAL

STATE OF IOWA

Retail Cigarette / Tobacco / Nicotine / Vapor Permit

Iowa Department of Revenue Permit Number: 8-71-002024

In accordance with laws of the state of Iowa, and the action of the of CITY OF WINDSOR HEIGHTS, IOWA.

SUPER QUICK MART
7690 HICKMAN RD
WINDSOR HTS, IA 50324-4510

LIMITED LIABILITY COMPANY
UTRAJ LLC
7690 HICKMAN RD
WINDSOR HEIGHTS, IA 50324-4510

Types of Sales: Over-the-counter

Is hereby authorized to sell cigarettes, tobacco, alternative nicotine, and vapor products at the business location address above in the City of WINDSOR HTS, County of , Iowa.

This permit is non-transferable and is effective from July 01, 2024, and automatically expires on June 30, 2025, unless suspended or revoked.

In Testimony Whereof, I have caused the seal of the said City to be hereunto affixed. Done at CITY OF WINDSOR HEIGHTS in the State of Iowa, this 7th day of March, 2025.

Issued By Iowa Department of Revenue on behalf of: CITY OF WINDSOR HEIGHTS.

This copy to be posted by the retailer where the sale is to be made in plain view of the public.



Compliance Check Information

Retailer: SUPER QUICK MART
7690 HICKMAN RD
WINDSOR HTS, IA 50324-4510

Synar Check: No

Contractor: WINDSOR HEIGHTS POLICE DEPARTMENT

Adjudication Date: April 27, 2025

Results

Not Compliant

Date Checked: March 12, 2025
Time (24:00) Military Time: 15:30

Officer

First Name: KYLE
Middle Initial: C
Last Name: JOHNSON

Badge Number: 118
Case Number: 93501132503121541031
Department: WINDSOR HEIGHTS POLICE
DEPARTMENT

Clerk

First Name: MAHAJAN
Middle Initial:
Last Name: ANKUSH

Clerk Gender: Male

Confidential Informant

Age: 17 Gender: Female

CI Number (must be last 4 digits): 3812

CI Race: White

Ethnicity: Not of Hispanic Origin

Attempted Purchase Item: Vapor Product

Age Requested No

ID Requested: Yes

Comments:

SUMMARY

OF

IOWA'S TOBACCO LAWS
(Updated May, 2004)

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SUMMARY OF IOWA'S TOBACCO LAWS

Prepared By:

Brian Meyer
Assistant Attorney General/ Legislative Liaison
Iowa Department of Justice

Donald D. Stanley, Jr.
Assistant Attorney General
Iowa Department of Justice

RELEVANT DEFINITIONS:

Retail Permit: Cigarette/tobacco/nicotine/vapor permits issued to retailers by their local licensing authority.

Person: Every individual, firm, association, joint stock company, syndicate, co-partnership, corporation, trustee, agency or receiver, or respective legal representative.

Cigarette Vending Machines: Any self-service device, that takes money and dispenses cigarettes or tobacco products.

Cigarettes: Any roll for smoking made wholly or in part of tobacco, or any substitute for tobacco, regardless of size or shape and regardless of the mix of ingredients. Cigars are excluded.

Tobacco Products: Cigars, little cigars, cheroots, stogies, periques, granulated, plug cut, crimp cut, ready rubbed, and other smokeless tobacco, snuff, snuff flower, cavendish, plug and twist tobacco, fine cut and other chewing tobaccos, shorts, or refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both for chewing and smoking. Cigarettes are excluded from this definition.

Vapor Products: Any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other substance. "Vapor product" includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any cartridge or other container of a solution or other substance, which may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar

product or device. "Vapor product" does not include a product regulated as a drug or device by the United States food and drug administration under chapter V of the federal Food, Drug, and Cosmetic Act.

COMPARISON OF THE NEW LAW AND THE OLD LAW

CIVIL PROSECUTION OF CIGARETTE PERMIT HOLDERS:

NEW LAW:

If a RETAILER or an EMPLOYEE of a RETAILER has committed any of the following violations: 453A.22(2)

- Sells, gives, or otherwise supplies any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to an individual under the age of 21. 453A.2(1)
- Had vending machines that contains tobacco, tobacco products, alternative nicotine products, vapor products, and cigarettes located in a place where persons under 21 are present or permitted AT ANY TIME. 453A.36(6)

The following penalties shall be assessed:

- 1st violation: \$300.00 fine. Iowa Code section 453A.22(2)(a).
- 2nd violation within 2 years: \$1,500.00 fine or 30-day suspension. Iowa Code section 453A.22(2)(b).
- 3rd violation within 3 years: \$1,500.00 fine and 30-day suspension. Iowa Code section 453A.22(2)(c).
- 4th violation within 3 years: \$1,500.00 fine and 60-day suspension. Iowa Code section 453A.22(2)(d).
- 5th violation within 4 years: Revocation. Iowa Code section 453A.22(2)(e).

OLD LAW:

- For a first violation, the retailer shall be assessed a civil penalty in the amount of \$300.00. Failure to pay this penalty as ordered shall result in automatic suspension of the permit for 14 days. Iowa Code section 453A.22(2)(a).
- For a second violation within a period of two years, the retailer's permit shall be suspended for a period of 30 days. Iowa Code section 453A.22(2)(b).

- For a third violation within a period of three years, the retailer's permit shall be suspended for a period of 60 days. Iowa Code section 453A.22(2)(c).
- For a fourth violation within a period of three years, the retailer's permit shall be revoked. Iowa Code section 453A.22(2)(d).

NEW PROCEDURAL LAW

Now local licensing authorities will have 60 days from the time the underlying violation of selling tobacco to a minor is adjudicated before assessing the civil penalty against the retailer. If local authorities fail to act within 60 days, the prosecution is automatically transferred to the state. (Section 1 of SF 401). This new process of transferring violations to exclusive state authority also applies to pending violations. (Section 5, subsection 1 of SF 401).

NEW AFFIRMATIVE DEFENSES

The new law provides that retailers may assert an affirmative defense of training as a bar to prosecution of the civil sanction for selling to a minor. To qualify, the employee who sold must have received training in training program authorized by the Alcoholic Beverages Division. 453A.22(3). This defense can be asserted only once by a retailer at a particular retail location in a four-year period. Retailers own training programs may qualify for the defense during the next one-year period, if the retailer's own training is substantially similar to that authorized by the Alcoholic Beverages Division. (Section 4 of SF 401). The retailer may only assert either the affirmative defense under this provision or the one discussed above once at each retail location during a four-year period. The affirmative defense only applies to violations occurring after the enactment of this legislation as there is no provision applying it to pending violations.

CIVIL PROSECUTION OF TOBACCO VIOLATIONS CHECKLIST:

Find out if there are violations in your jurisdiction:

- ❄ ABD will forward violations within your jurisdiction as they are reported by the law enforcement agency issuing the citations.
- ❄ Ask the county clerk's office to forward all criminal citations involving Iowa Code sections 453A.2(1) or 453A.36(6) that fall within the jurisdiction of the permit issuing authority.
- ❄ Contact Connie Larson at the Iowa Attorney General's office (515) 281-5846 to be put on the mailing list to be advised of when the criminal portion of these violations has been adjudicated.

Settlement Negotiations:

- ❄ Attempt to settle the case prior to scheduling a hearing before the permit issuing authority by serving a notice and hearing complaint by certified mail upon the permittee at the location of the business and address of the legal owner as found on cigarette/tobacco/nicotine/vapor permit application and sending the same notice and hearing complaint to the permit issuing authority (See sample).
- ❄ Notice Cover
- ❄ Hearing complaint
 - ❄ Copy of cigarette/tobacco/nicotine/vapor permit application
 - ❄ Copy of cigarette/tobacco/nicotine/vapor permit
 - ❄ Copy of criminal citation written: simple misdemeanor/scheduled violation Iowa Code section 453A.2(1) (obtained from the county clerk)
 - ❄ Copy of disposition from the criminal action
 - ❄ Acknowledgment and settlement agreement form
- ❄ The only acceptable settlements are the penalties prescribed by law:
 - ❄ 1st violation: \$300.00 fine
 - ❄ 2nd violation within 2 years: \$1,500.00 fine **or** 30-day suspension
 - ❄ 3rd violation within 3 years: \$1,500.00 fine **and** 30-day suspension
 - ❄ 4th violation within 3 years: \$1,500.00 fine **and** 60-day suspension
 - ❄ 5th violation within 4 years: Revocation

First Violation:

- ❄ If the permittee wishes to settle a 1st offense the settlement must be accompanied by:
 - ❄ a signed acknowledgment/settlement agreement
 - ❄ a \$300.00 check
 - ❄ The agreement can then be presented with an order accepting the settlement to the issuing authority (see sample order).

Second Violation:

- ❄ If the permittee wishes to settle a second violation by 30-day suspension, the settlement must be presented to the issuing authority for the dates by which the suspension will be served (see sample order). If the permittee wishes to settle with a \$1,500.00 fine, the \$1,500.00 must be presented with the settlement agreement.

Third Violation:

- ❄ If the permittee wishes to settle a third violation by \$1,500.00 fine and 30-day suspension, the settlement must be presented to the issuing authority for the dates by which the suspension will be served (see sample order).

Fourth Violation:

- ❄ If the permittee wishes to settle a fourth violation by \$1,500.00 fine and a 60-day suspension, the settlement must be presented to the issuing authority for the dates by which the suspension will be served (see sample order).

Fifth Violation:

- ❄ If the permittee wishes to settle a fifth violation within four years by revocation, the settlement must be presented to the issuing authority for the revocation to be enforced.

Forfeiture:

- ❄ If the permittee wishes to voluntarily forfeit the permit in lieu of any of the above penalties, the forfeiture will be for no less than 1 year.

Hearing phase:

- ❄ Because these are civil penalties imposed administratively through the permit issuing authority, the permittee is afforded constitutional procedural due process rights: 1. Notice; 2. Opportunity to be heard. Procedural due process and other defenses have been raised and successfully overcome.
- ❄ Under Iowa Law two elements must be proven with substantial evidence to impose a civil penalty on a retailer for selling tobacco to a minor:
 - ❄ Sale to a minor
 - ❄ Sale made by permittee or employee of a permittee
- ❄ Before the scheduled hearing, obtain certified copies of:
 - ❄ cigarette/tobacco/nicotine/vapor permit
 - ❄ criminal citation
 - ❄ criminal disposition
- ❄ **For a second or subsequent violation a certified copy of the order pertaining to the first and/or subsequent violation from the issuing authority must be included in the evidence presented to prove a previous violation.**
- ❄ Present these certified copies of the above evidence to the council. Substantial evidence is necessary to prove a violation.

Post-hearing phase:

Obtain an order from the council and request the clerk of the permit issuing authority forward the order from the council to the prosecuting entity and the permit holder.

- ❄ For a first offense the fine must be paid or there is an automatic suspension of the permit for 14 days. The 14-day suspension is an additional penalty for not paying the assessed fine. It is not the alternative to the \$300.00 fine.
- ❄ Any appeal from a retailer of the decision by the city council/board of supervisors must be done by Writ of Certiorari through the district court.

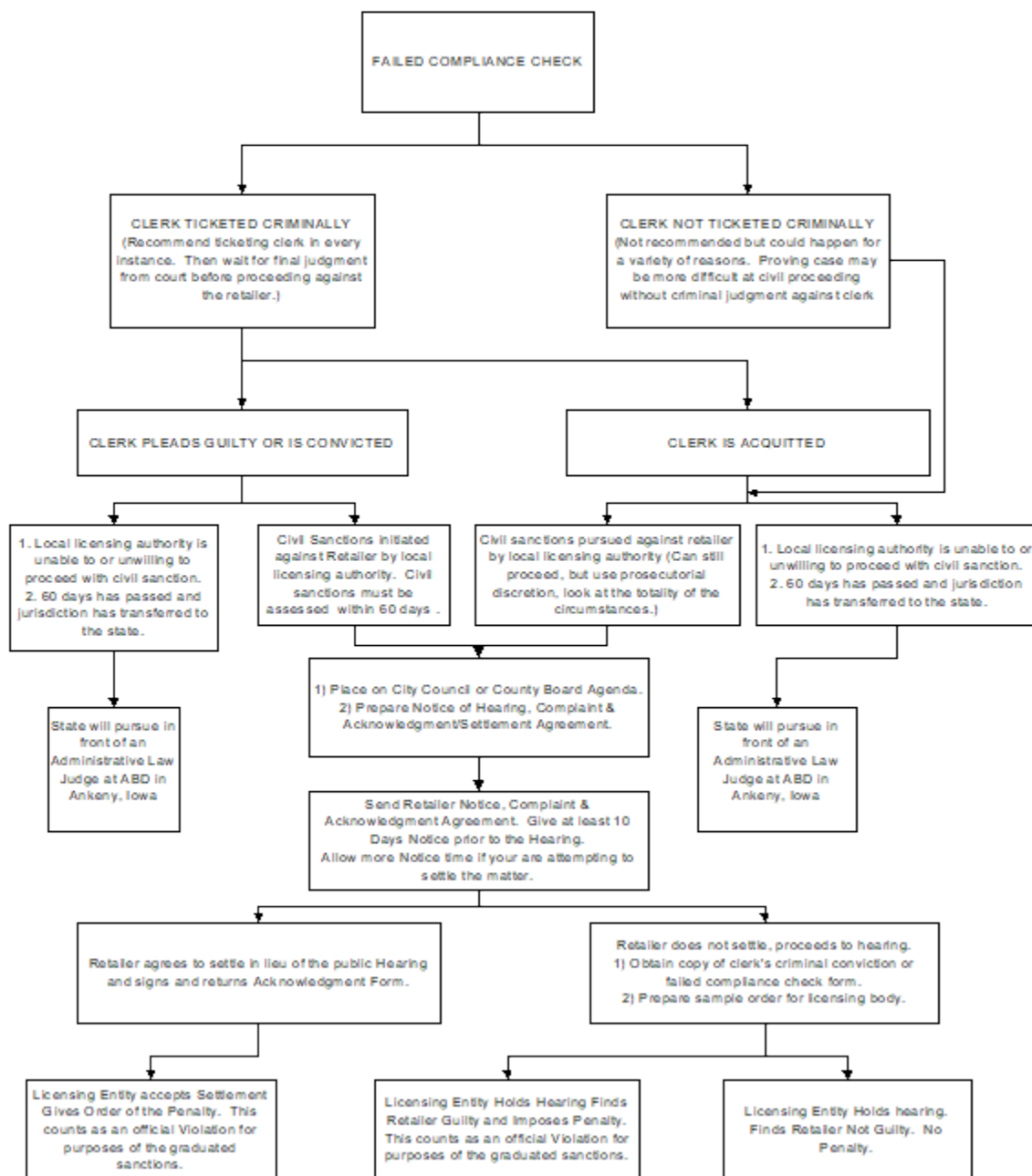
Failure to assess a civil penalty within 60 days of the adjudication of the criminal action will transfer jurisdiction to the State by operation of law. See Iowa Code section 453A.

TOBACCO PROSECUTION FLOW CHART **FOR CIVIL PROSECUTION OF** **CIGARETTE PERMIT HOLDERS**

- IMMEDIATELY AFTER A FAILED COMPLIANCE CHECK, THE CLERK SHOULD BE CRIMINALLY TICKETED.
- IT IS BEST TO WAIT FOR THE CLERK TO EITHER PLEAD GUILTY OR BE CONVICTED BEFORE PROCEEDING AGAINST THE RETAILER.
- THEN USE THIS CRIMINAL DISPOSITION FROM THE COURT AS THE EVIDENCE AGAINST RETAILER.
- REFER TO CASE AT END OF MANUAL ALLOWING VICARIOUS LIABILITY IN CIVIL PROCEEDING WHEN THERE HAS BEEN A CRIMINAL CONVICTION.

TOBACCO PROSECUTION FLOW CHART

Prepared by the Iowa Attorney General's Office
April, 2003



path: tobacco chart

FREQUENTLY ASKED QUESTIONS **FOR CITIES AND COUNTIES PURSUING** **SANCTIONS AGAINST RETAILERS** **WHO HAVE SOLD CIGARETTES OR** **TOBACCO TO MINORS**

prepared by Donald D. Stanley, Jr., Assistant Attorney General
January 16, 2002
Revised April, 2003

1. Why are these cases being prosecuted in front of the local licensing bodies if prosecuted by local authorities?

In Iowa, cigarette/tobacco/nicotine/vapor permits are issued locally. Cities issue permits to retailers within their corporate limits. Counties issue permits to retailers in unincorporated areas. The only state issued retail permit is the one held by Amtrak for its club car that travels across several Iowa counties.

2. How long does a city have to decide whether it wants to prosecute?

Sixty days then jurisdiction transfers to the State by operation of law.

3. Does the council have to impose the sanction?

Yes, if the council finds there was a violation of Iowa Code section 453A.2(1), selling or giving cigarettes or tobacco to a minor by a permit holder or employee of a permit holder, then Iowa Code section 453A.22(2)(a) requires that the permit holder SHALL be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation. Subsequent penalties for second through fifth violations are also mandatory under Iowa law.

- (a) Council needs to find a violation of 453A.2(1) was committed;
- (b) Council needs to impose the prescribed penalty.

4. Can the city suspend the sanction/fine?

No, the penalties are mandatory and the local licensing bodies have no authority to suspend or modify the fines or suspensions specifically outlined in the Iowa Code.

5. Will the State pursue the sanctions even if the local city or county attorney declines to do so?

Yes, if the local city or county attorney cannot or will not pursue the retail sanctions for whatever reason, (lack of resources, conflict, direction of local licensing body, etc.), the Iowa Attorney General's office will pursue the retail sanctions in front of an administrative law judge.

The Iowa Attorney General's office will act on behalf of the Iowa Alcoholic Beverages Division ("ABD") under authority granted by a 28E agreement reached between ABD and the Iowa Department of Public Health. The Health Department has authority to pursue violations before the local licensing body under Iowa Code section 453A.2(4).

Either the local City or County Attorney or the Attorney General will prosecute each violation of 453A.22.

6. Where does the fine money go?

If the city or county attorney prosecutes the case for the civil sanctions the fine is paid to the local licensing body. If the Attorney General's office prosecutes the case the fine is paid to the Treasurer, State of Iowa and deposited in the tobacco training and compliance fund.

7. How do I find out if there have been violations in my jurisdiction?

Check with local law enforcement if they conducted the compliance checks. If the State Patrol conducted the compliance checks, contact Jessica Ekman at the ABD at (515) 281-7434 or call Connie Larson at (515) 281-5846.

8. Where can I find sample forms?

The prosecution manual can be accessed by going to the Iowa Attorney General's website, www.iowaattorneygeneral.gov. At this website, go to About Us, and then Divisions. Click on Revenue and Tobacco Enforcement Division. Under Related Documents on the right side, click on Tobacco Enforcement. Clicking on this document will open the prosecution manual and it may be printed or downloaded. If you need a hard copy of the prosecution manual, please call Connie Larson at (515) 281-5846 or e-mail at connie.larson@ag.iowa.gov.

9. If the retailer fails to pay, how do I collect?

If the retailer fails to pay the \$300.00 civil penalty, a judgment may be pursued in small claims court.

10. Is the \$300.00 fine applicable even if the retailer serves the 14-day suspension for not paying within thirty days after the sanction is imposed?

Serving the fourteen day suspension does not wipe out the obligation to pay the \$300.00 fine for a first offense. It is not an either-or proposition. The fourteen-day suspension is an additional penalty for not paying the fine in a timely manner.

11. What happens if the retailer has forfeited its permit or gone out of business?

If the retailer forfeited its cigarette permit or has gone out of business the local licensing body should still find the penalty and assess the sanction, however, the local authority may choose not to pursue the fine through the small claims court process.

12. What if the ownership of the retail business has changed since the citation was issued?

If there is new ownership, the new owners cannot be held liable for a violation that occurred before they were the owners of the business. It also may be impossible to pursue sanctions against the former owners if they no longer hold a permit. This is a reason to pursue violations in the most timely fashion possible.

13. What rules apply for the hearing?

Most importantly, defendants are entitled to ten day's notice and an opportunity to be heard according to Iowa Code section 453A.22. Defendants may be represented by legal counsel at their own expense. Hearsay rules do not apply to the hearing because the sanctions are administrative not criminal.

14. What are some common defenses and how do I rebut?

Honest Mistake – Retailer claims to have made one honest mistake with no intention to make a sale to a minor.

In most cases, this is probably true. However, the Iowa Code does not have an exception to the prescribed penalty for those retailers who just made a mistake. Having the intent to sell is not an element of this offense. The only two elements are: 1) a minor was given or sold cigarettes or tobacco 2) by the permit holder or an employee of the permit holder.

Vicarious Liability – Retailer claims it is wrong for it to be held liable for the mistake of the clerk. This defense is often combined with evidence that the retailer trained and instructed the employee to check identification before selling cigarettes and tobacco products.

The Iowa Code prescribes this vicarious liability by not only providing a penalty to the person that makes the sale (453A.3(1)(b)), but also to the retailer (453A.22(2)). Iowa case law supports the imposition of these penalties. See Randall's Intl Inc. v. Iowa Liquor Control Dept., 429 N.W.2d 163.

Non-profit Organization – Retailer claims it is a nonprofit business that does good works for the community.

The Iowa Code makes no distinction for nonprofit businesses. These permit-holders have the same responsibilities and must face the same penalties as other businesses where a sale is made.

Good Corporate Citizen – Some businesses believe they should get a break because they are good corporate citizens. They employ a lot of people, pay a lot of taxes and support various community projects.

While all of these things are commendable, again the Iowa Code does not allow for different or reduced penalties for good corporate citizens.

Entrapment – Some defendants claim the use of undercover youth attempting to purchase cigarettes is entrapment.

However, the Iowa Supreme Court has ruled that the use of undercover youths in alcohol stings is not entrapment. See Jim O. Inc. v. City of Cedar Rapids, 587 N.W.2d 476.

Fake ID – Some defendants claim the undercover youth used a Fake ID when trying to purchase the cigarettes.

All the youth participating in the program use their real identification. The law enforcement partners examine the identification before and after the sting is completed.

The only affirmative defense is for training. It can be used only once within a four year period.

15. Under what circumstances may a retailer assert the affirmative defense of training?

If the employee who sold received training and if the training was substantially similar to the training offered by the ABD the retailer may assert the defense. After April 11, 2004, the employee must have received training from an authorized ABD program. A retailer may assert this defense only once in a four year period.

16. May a retailer assert the affirmative defense of training for violations that occurred before the new law was enacted?

No. The defense may only be asserted for new violations of the law.

17. For the affirmative defense, how does the licensing authority calculate the four year period?

The four year period begins on the date the affirmative defense is asserted.

18. Does the retailer have the right to appeal the decision of the council?

The only avenue of appeal is filing a Writ of Certiorari with the district court if the defendant argues the decision of the city council was illegal.

19. What if the criminal citation was dismissed, a deferred judgment was given, or the defendant in the criminal trial was found not guilty?

Civil sanctions can be pursued independently of what happens with the criminal prosecution of the clerk. Whether or not sanctions are pursued depend on whether a sale was made to a minor.

20. Does a retailer need to remove cigarette and tobacco products from its shelves while serving a suspension of its license?

No, but the retailer may want to remove the product for its own protection. If a sale is made (even to an adult) while a business is under suspension, the retailer faces more penalties.

SAMPLE NOTICES OF HEARING

1st, 2nd, 3rd, 4TH & 5th

VIOLATIONS

- ⑥ NOTICES OF HEARING SHOULD BE SENT TO PERMIT HOLDER GIVING AT LEAST TEN DAYS NOTICE PRIOR TO HEARING DATE.
- ⑥ MORE NOTICE TIME IS RECOMMENDED WHEN ATTEMPTING TO SETTLE.
- ⑥ INCLUDE WITH NOTICE, THE COMPLAINT AND THE SETTLEMENT/ACKNOWLEDGMENT AGREEMENT.

SAMPLE NOTICE OF HEARING 1st VIOLATION

Permit Holder
Address
City, Iowa Zip

Re: *Retail Business Name*
 Retail Business Address
 City, Iowa Zip

The CITY or COUNTY has scheduled a hearing before the City Council or County Board of Supervisors at Time on Day of Week, Month, Day, 20xx, City Council Chambers or County Supervisors' Board Room. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by Iowa Code section 453A.22(2)(a) for the violation of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to City or County Attorney, address, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City or County". This will satisfy the penalty for a first violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (xxx) xxx-xxxx, or if you have obtained representation by an attorney in this matter, he/she should contact me.

Sincerely,

CITY OR COUNTY ATTORNEY
Address
(xxx) xxx-xxx

SAMPLE NOTICE OF HEARING 2nd VIOLATION

Permit Holder
Address
City, Iowa Zip

Re: Retail Business Name
Retail Business Address
City, Iowa Zip

The CITY or COUNTY has scheduled a hearing before the City Council or County Board of Supervisors at Time on Day of Week, Month, Day, 20xx, City Council Chambers or County Supervisors' Board Room. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory civil penalty of a \$1,500.00 fine or a 30 day cigarette permit suspension prescribed by Iowa Code section 453A.22(2)(b) for the violation of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to City or County Attorney, address, no later than ten (10) business days prior to the hearing date. Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a second violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (xxx) xxx-xxxx, or if you have obtained representation by an attorney in this matter, he/she should contact me.

Sincerely,

CITY OR COUNTY ATTORNEY
Address
(xxx) xxx-xxx

SAMPLE NOTICE OF HEARING 3rd VIOLATION

Permit Holder
Address
City, Iowa Zip

Re: Retail Business Name
Retail Business Address
City, Iowa Zip

The CITY or COUNTY has scheduled a hearing before the City Council or County Board of Supervisors at Time on Day of Week, Month, Day, 20xx, City Council Chambers or County Supervisors' Board Room. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory civil penalty of a \$1,500.00 fine and a 30 day cigarette permit suspension prescribed by Iowa Code section 453A.22(2)(c) for the violation of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to City or County Attorney, address, no later than ten (10) business days prior to the hearing date. Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a third violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (xxx) xxx-xxxx, or if you have obtained representation by an attorney in this matter, he/she should contact me.

Sincerely,

CITY OR COUNTY ATTORNEY
Address
(xxx) xxx-xxx

SAMPLE NOTICE OF HEARING 4th VIOLATION

Permit Holder
Address
City, Iowa Zip

Re: Retail Business Name
Retail Business Address
City, Iowa Zip

The CITY or COUNTY has scheduled a hearing before the City Council or County Board of Supervisors at Time on Day of Week, Month, Day, 20xx, City Council Chambers or County Supervisors' Board Room. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory civil penalty of a \$1,500.00 fine and a 60 day cigarette permit suspension prescribed by Iowa Code section 453A.22(2)(d) for the violation of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to City or County Attorney, address, no later than ten (10) business days prior to the hearing date. Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a fourth violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (xxx) xxx-xxxx, or if you have obtained representation by an attorney in this matter, he/she should contact me.

Sincerely,

CITY OR COUNTY ATTORNEY
Address
(xxx) xxx-xxx

SAMPLE NOTICE OF HEARING 5th VIOLATION

Permit Holder
Address
City, Iowa Zip

Re: Retail Business Name
Retail Business Address
City, Iowa Zip

The CITY or COUNTY has scheduled a hearing before the City Council or County Board of Supervisors at Time on Day of Week, Month, Day, 20xx, City Council Chambers or County Supervisors' Board Room. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory revocation of your cigarette permit prescribed by Iowa Code section 453A.22(2)(e) for the violation of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to City or County Attorney, address, no later than ten (10) business days prior to the hearing date. Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a fifth violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (xxx) xxx-xxxx, or if you have obtained representation by an attorney in this matter, he/she should contact me.

Sincerely,

CITY OR COUNTY ATTORNEY
Address
(xxx) xxx-xxx

SAMPLE HEARING COMPLAINTS

1st, 2nd, 3rd, 4TH & 5th

VIOLATIONS

- ⑥ SEND HEARING COMPLAINTS ALONG WITH NOTICE OF HEARING LETTER AND ACKNOWLEDGMENT/SETTLEMENT AGREEMENT.

SAMPLE HEARING COMPLAINT

1st VIOLATION

IN RE:	:	Legal Name
<i>Permit Holder</i>	:	Legal Address
<i>Address</i>	:	(Obtained from permit)
<i>City, Iowa Zip</i>	:	HEARING COMPLAINT

The **CITY OR COUNTY** hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”

2. Iowa Code section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation of Iowa Code section 453A.2(1).

3. On or about *Month, Day, 20xx*, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to a person under twenty-one years of age. A copy of the *Compliance Check or Criminal Conviction* is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the **CITY OR COUNTY** requests the Blank City Council or the Blank County Board of Supervisors find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of three hundred dollars (\$300.00) against *Blank (the retail permit-holder)*.

CITY OR COUNTY ATTORNEY

Address

Phone

SAMPLE HEARING COMPLAINT 2nd VIOLATION

IN RE:	:	Legal Name
<i>Permit Holder</i>	:	Legal Address
<i>Address</i>	:	(Obtained from permit)
<i>City, Iowa Zip</i>	:	HEARING COMPLAINT

The **CITY OR COUNTY** hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”

2. Iowa Code section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine or a thirty day cigarette permit suspension for a second violation of Iowa Code section 453A.2(1) within two years.

3. On or about *Month, Day, 20xx*, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to a person under twenty-one years of age. A copy of the *Compliance Check or Criminal Conviction* is attached and incorporated herein.

4. On *Month, Day, Year*, the permittee was issued a sanction for a first violation of Iowa Code section 453A.2.

5. Therefore, in accordance with Iowa law, the **CITY OR COUNTY** requests the Blank City Council or the Blank County Board of Supervisors find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of a one thousand, five hundred dollars (\$1,500.00) fine or a thirty day cigarette

permit suspension against *Blank (the retail permit-holder)*.

CITY OR COUNTY ATTORNEY

Address

Phone

SAMPLE HEARING COMPLAINT 3rd VIOLATION

IN RE:	:	Legal Name
<i>Permit Holder</i>	:	Legal Address
<i>Address</i>	:	(Obtained from permit)
<i>City, Iowa Zip</i>	:	HEARING COMPLAINT

The **CITY OR COUNTY** hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”

2. Iowa Code section 453A.22(2)(c) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine and a thirty day cigarette permit suspension for a third violation of Iowa Code section 453A.2(1) within three years.

3. On or about *Month, Day, 20xx*, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to a person under twenty-one years of age. A copy of the *Compliance Check or Criminal Conviction* is attached and incorporated herein.

4. On *Month, Day, Year*, the permittee was issued a sanction for a first violation of Iowa Code section 453A.2. On *Month, Day, Year*, the permittee was issued a sanction for a second violation of Iowa Code section 453A.2.

5. Therefore, in accordance with Iowa law, the **CITY OR COUNTY** requests the Blank City Council or the Blank County Board of Supervisors find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the

amount of a one thousand, five hundred dollars (\$1,500.00) fine and a thirty day cigarette permit suspension against *Blank (the retail permit-holder)*.

CITY OR COUNTY ATTORNEY

Address

Phone

SAMPLE HEARING COMPLAINT 4th VIOLATION

IN RE:	:	Legal Name
<i>Permit Holder</i>	:	Legal Address
<i>Address</i>	:	(Obtained from permit)
<i>City, Iowa Zip</i>	:	HEARING COMPLAINT

The **CITY OR COUNTY** hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”

2. Iowa Code section 453A.22(2)(d) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine and a sixty day cigarette permit suspension for a fourth violation of Iowa Code section 453A.2(1) within three years.

3. On or about *Month, Day, 20xx*, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to a person under twenty-one years of age. A copy of the *Compliance Check or Criminal Conviction* is attached and incorporated herein.

4. On *Month, Day, Year*, the permittee was issued a sanction for a first violation of Iowa Code section 453A.2. On *Month, Day, Year*, the permittee was issued a sanction for a second violation of Iowa Code section 453A.2. On *Month, Day, Year*, the permittee was issued a sanction for a third violation of Iowa Code section 453A.2.

5. Therefore, in accordance with Iowa law, the **CITY OR COUNTY** requests the Blank City Council or the Blank County Board of Supervisors find a violation of the

above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of a one thousand, five hundred dollars (\$1,500.00) fine and a sixty day cigarette permit suspension against *Blank (the retail permit-holder)*.

CITY OR COUNTY ATTORNEY

Address

Phone

SAMPLE HEARING COMPLAINT 5th VIOLATION

IN RE:	:	Legal Name
<i>Permit Holder</i>	:	Legal Address
<i>Address</i>	:	(Obtained from permit)
<i>City, Iowa Zip</i>	:	HEARING COMPLAINT

The **CITY OR COUNTY** hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”

2. Iowa Code section 453A.22(2)(e) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of a cigarette permit revocation for a fifth violation of Iowa Code section 453A.2(1) within four years.

3. On or about *Month, Day, 20xx*, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to a person under twenty-one years of age. A copy of the *Compliance Check or Criminal Conviction* is attached and incorporated herein.

4. On *Month, Day, Year*, the permittee was issued a sanction for a first violation of Iowa Code section 453A.2. On *Month, Day, Year*, the permittee was issued a sanction for a second violation of Iowa Code section 453A.2. On *Month, Day, Year*, the permittee was issued a sanction for a third violation of Iowa Code section 453A.2. On *Month, Day, Year*, the permittee was issued a sanction for a fourth violation of Iowa Code section 453A.2.

5. Therefore, in accordance with Iowa law, the **CITY OR COUNTY** requests the

Blank City Council or the Blank County Board of Supervisors find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty of a cigarette permit revocation against *Blank (the retail permit-holder)*.

CITY OR COUNTY ATTORNEY

Address

Phone

**SAMPLE ACKNOWLEDGMENT/
SETTLEMENT AGREEMENTS**
1st, 2nd, 3rd, 4TH & 5th
VIOLATIONS

- ⑥ SEND ACKNOWLEDGMENT/SETTLEMENT AGREEMENT ALONG WITH THE HEARING COMPLAINT AND THE NOTICE OF HEARING LETTER.

SAMPLE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT 1st VIOLATION

IN RE:	:	Legal Name
	:	Legal Address
<i>Permit Holder</i>	:	(Obtained from permit)
<i>Address</i>	:	ACKNOWLEDGMENT/
<i>City, Iowa Zip</i>	:	SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on XXX will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) have enclosed a check for the amount of \$300.00 made payable to the CITY OR COUNTY to settle the above- referenced complaint. I (We) understand that in order to conclude this matter the MAYOR OR CHAIRPERSON OF THE BOARD OF SUPERVISORS must approve this settlement agreement.

DATE

NOTE: This must be signed by an individual cigarette/tobacco/nicotine/vapor permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the CITY OR COUNTY, should be returned to:

CITY OR COUNTY ATTORNEY
ADDRESS.

SAMPLE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT 2nd VIOLATION

IN RE:	:	Legal Name
	:	Legal Address
<i>Permit Holder</i>	:	(Obtained from permit)
<i>Address</i>	:	ACKNOWLEDGMENT/
<i>City, Iowa Zip</i>	:	SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation that occurred on XXX will count as an official "Second Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this second violation is a \$1,500.00 fine or a suspension of my (our) cigarette/tobacco/nicotine/vapor permit for 30 days, beginning on the date that will be specified in the official CITY/COUNTY order that I will receive. I (We) understand that in order to conclude this matter the MAYOR OR CHAIRPERSON OF THE BOARD OF SUPERVISORS must approve this settlement agreement.

_____	_____
_____	_____

DATE

In accordance with Iowa Code section 453A.22(2)(b), the above-captioned permittee chooses the following penalty:

☐ \$1,500 fine

☐ 30-day cigarette/tobacco/nicotine/vapor permit suspension

NOTE: This must be signed by an individual permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated as well as a check in the amount of \$1,500.00 (if choice of penalty is fine) should be returned to:

CITY OR COUNTY ATTORNEY
ADDRESS

SAMPLE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT 3rd VIOLATION

IN RE:	:	Legal Name
	:	Legal Address
<i>Permit Holder</i>	:	(Obtained from permit)
<i>Address</i>	:	ACKNOWLEDGMENT/
<i>City, Iowa Zip</i>	:	SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation that occurred on XXX will count as an official "Third Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this third violation is a \$1,500.00 fine and a suspension of my (our) cigarette/tobacco/nicotine/vapor permit for 30 days, beginning on the date that will be specified in the official CITY/COUNTY order that I will receive. I (We) understand that in order to conclude this matter the MAYOR OR CHAIRPERSON OF THE BOARD OF SUPERVISORS must approve this settlement agreement.

_____	_____
_____	_____

DATE

NOTE: This must be signed by an individual cigarette/tobacco/nicotine/vapor permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated along with a check in the amount of \$1,500.00 should be returned to:

CITY OR COUNTY ATTORNEY
ADDRESS

SAMPLE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT 4th VIOLATION

IN RE:	:	Legal Name
	:	Legal Address
<i>Permit Holder</i>	:	(Obtained from permit)
<i>Address</i>	:	ACKNOWLEDGMENT/
<i>City, Iowa Zip</i>	:	SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation that occurred on XXX will count as an official "Fourth Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this fourth violation is a \$1,500.00 fine and a suspension of my (our) cigarette/tobacco/nicotine/vapor permit for 60 days, beginning on the date that will be specified in the official CITY/COUNTY order that I will receive. I (We) understand that in order to conclude this matter the MAYOR OR CHAIRPERSON OF THE BOARD OF SUPERVISORS must approve this settlement agreement.

_____	_____
_____	_____

DATE

NOTE: This must be signed by an individual cigarette/tobacco/nicotine/vapor permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated along with a check in the amount of \$1,500.00 should be returned to:

CITY OR COUNTY ATTORNEY
ADDRESS

SAMPLE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT 5th VIOLATION

IN RE:	:	Legal Name
	:	Legal Address
<i>Permit Holder</i>	:	(Obtained from permit)
<i>Address</i>	:	ACKNOWLEDGMENT/
<i>City, Iowa Zip</i>	:	SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation that occurred on XXX will count as an official "Fifth Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this fifth violation is revocation of my (our) cigarette/tobacco/nicotine/vapor permit, beginning on the date that will be specified in the official CITY/COUNTY order that I will receive. I (We) understand that no individual may apply for a new cigarette permit for this location (*address*) until at least one year has passed, unless good cause can be shown to the contrary.

DATE

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated should be returned to:

CITY OR COUNTY ATTORNEY
ADDRESS

SAMPLE ORDERS TO PLACE
BEFORE COUNCIL OR BOARD
ASSESSING PENALTIES AFTER
CONTESTED HEARINGS
1st, 2nd, 3rd, 4th & 5th
VIOLATIONS

- ⑥ THESE ORDERS MAY BE PLACED BEFORE THE COUNCIL OR BOARD AFTER A CONTESTED HEARING.

**SAMPLE ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT
1ST VIOLATION**

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
Retailer	:	(Obtain from permit)
Address	:	ORDER ACCEPTING
City, Iowa Zip	:	ACKNOWLEDGMENT/SETTLEMENT
	:	AGREEMENT
	:	FIRST VIOLATION

On this _____ day of _____, 20xx, in lieu of a public hearing on the matter, the _____ City Council / _____ County Board of Supervisors approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the CITY OR COUNTY.

THEREFORE, the _____ City Council / _____ County Board of Supervisors, FINDS that the above-captioned permittee has remitted to the "CITY OR COUNTY" a civil penalty in the amount of three hundred dollars (\$300.00) for a violation that occurred on XXX. Be advised that this sanction will count as a first violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Mayor or Chairperson of the Board of Supervisors

**SAMPLE ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT
2nd VIOLATION**

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
Retailer	:	(Obtain from permit)
Address	:	ORDER ACCEPTING
City, Iowa Zip	:	ACKNOWLEDGMENT/SETTLEMENT
	:	AGREEMENT
	:	SECOND VIOLATION

On this _____ day of _____, 20xx, in lieu of a public hearing on the matter, the _____ City Council / _____ County Board of Supervisors approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the CITY OR COUNTY.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine be accepted or a thirty (30) day cigarette permit suspension be executed against the above-captioned permittee effective (xyz future date) for a violation that occurred on XXX. This sanction will count as a second violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(b).

Mayor or Chairperson of the Board of Supervisors

SAMPLE ORDER ACCEPTING ACKNOWLEDGMENT/SETTLEMENT AGREEMENT 3rd VIOLATION

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
Retailer	:	(Obtain from permit)
Address	:	ORDER ACCEPTING
City, Iowa Zip	:	ACKNOWLEDGMENT/SETTLEMENT
	:	AGREEMENT
	:	THIRD VIOLATION

On this _____ day of _____, 20xx, in lieu of a public hearing on the matter, the _____ City Council / _____ County Board of Supervisors approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the CITY OR COUNTY.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine and a thirty (30) day cigarette permit suspension be executed against the above-captioned permittee effective (xyz future date) for a violation that occurred on XXX. This sanction will count as a third violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(c).

Mayor or Chairperson of the Board of Supervisors

**SAMPLE ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT
4th VIOLATION**

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
Retailer	:	(Obtain from permit)
Address	:	ORDER ACCEPTING
City, Iowa Zip	:	ACKNOWLEDGMENT/SETTLEMENT
	:	AGREEMENT
	:	FOURTH VIOLATION

On this _____ day of _____, 20xx, in lieu of a public hearing on the matter, the _____ City Council / _____ County Board of Supervisors approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the CITY OR COUNTY.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine and a sixty (60) day cigarette permit suspension be executed against the above-captioned permittee effective (xyz future date) for a violation that occurred on XXX. This sanction will count as a fourth violation of Iowa Code section 453A.2(1) pursuant to Iowa Code section 453A.22(2)(d).

Mayor or Chairperson of the Board of Supervisors

**SAMPLE ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT
5th VIOLATION**

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
Retailer	:	(Obtain from permit)
Address	:	ORDER ACCEPTING
City, Iowa Zip	:	ACKNOWLEDGMENT/SETTLEMENT
	:	AGREEMENT
	:	FIFTH VIOLATION

On this _____ day of _____, 20xx, in lieu of a public hearing on the matter, the _____ City Council / _____ County Board of Supervisors approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the CITY OR COUNTY.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of cigarette permit REVOCATION be executed against the above-captioned permittee effective (xyz future date) for a violation that occurred on XXX. Furthermore, it is ordered that no person or entity be granted a new cigarette permit for this location (address) until at least one (1) year has passed, unless good cause to the contrary can be shown.

Mayor or Chairperson of the Board of Supervisors

**SAMPLE LETTER TO PLACE
BEFORE COUNCIL OR BOARD
WITH ORDER ACCEPTING
AGREEMENT**

- ⑥ AFTER RECEIVING A SIGNED ACKNOWLEDGMENT/SETTLEMENT AGREEMENT, THIS LETTER CAN BE SENT TO THE COUNCIL OR BOARD ALONG WITH THE AGREEMENT AND THE PROPOSED ORDER.

Date

RE:
Permittee
Address
City, State Zip

Dear City Council/County Board of Supervisors:

I have received a signed Acknowledgment/Settlement Agreement regarding the violation of tobacco laws by the above-captioned permittee. A copy is enclosed for your records.

I have also enclosed an Order form, accepting this agreement in lieu of a public hearing and concluding this matter. Please approve and sign this Order at your next regularly scheduled meeting. The Original signed order should then be sent to the permit holder. A copy should be returned to me, City or County Attorney, Address.

Thank you for your assistance. Please call if you have any questions at 555-5555.

Sincerely,

City or County Attorney

Enclosure

SAMPLE ORDERS TO PLACE
BEFORE COUNCIL OR BOARD
ASSESSING PENALTIES AFTER
CONTESTED HEARINGS
1st, 2nd, 3rd, 4th & 5th
VIOLATIONS

- THESE ORDERS MAY BE PLACED BEFORE THE COUNCIL OR BOARD AFTER A CONTESTED HEARING.

SAMPLE ORDER ASSESSING PENALTY 1ST VIOLATION

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
<i>Retailer</i>	:	(Obtain from permit)
<i>Address</i>	:	ORDER ASSESSING PENALTY
<i>City, Iowa Zip</i>	:	FIRST VIOLATION

On this _____ day of _____, 20xx, after a public hearing on the matter, the _____ *City Council* / _____ *County Board of Supervisors* finds that based upon evidence submitted by the CITY OR COUNTY Attorney's Office, the above-captioned permittee committed a violation that occurred on XXX of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

THEREFORE, the _____ *City Council* / _____ *County Board of Supervisors*, hereby orders that a civil penalty in the amount of \$300.00 be remitted by the above-captioned permittee, to the CITY OR COUNTY, check made payable to the "CITY OR COUNTY" on or before *month, day, 20xx* (30 days from the date of this order). This sanction will count as a first violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(a). Be advised that failure to pay the civil penalty by this date shall result in the automatic permit suspension for a period of fourteen (14) days in addition to the \$300.00 fine.

Mayor or Chairperson of the Board of Supervisors

SAMPLE ORDER ASSESSING PENALTY 2nd VIOLATION

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
<i>Retailer</i>	:	(Obtain from permit)
<i>Address</i>	:	ORDER ASSESSING PENALTY
<i>City, Iowa Zip</i>	:	SECOND VIOLATION

On this _____ day of _____, 20xx, after a public hearing on the matter, the _____ *City Council* / _____ *County Board of Supervisors* finds that based upon evidence submitted by the CITY OR COUNTY Attorney's Office, the above-captioned permittee committed a second violation that occurred on XXX of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

THEREFORE, the _____ *City Council* / _____ *County Board of Supervisors*, hereby orders that a civil penalty of a thirty (30) day cigarette permit suspension or a \$1,500.00 fine be executed against the above-captioned permittee effective (xyz future date). This sanction will count as a second violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(b).

Mayor or Chairperson of the Board of Supervisors

SAMPLE ORDER ASSESSING PENALTY 3rd VIOLATION

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
<i>Retailer</i>	:	(Obtain from permit)
<i>Address</i>	:	ORDER ASSESSING PENALTY
<i>City, Iowa Zip</i>	:	THIRD VIOLATION

On this _____ day of _____, 20xx, after a public hearing on the matter, the _____ *City Council* / _____ *County Board of Supervisors* finds that based upon evidence submitted by the CITY OR COUNTY Attorney's Office, the above-captioned permittee committed a third violation that occurred on XXX of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

THEREFORE, the _____ *City Council* / _____ *County Board of Supervisors*, hereby orders that a civil penalty of a \$1,500.00 fine and a thirty (30) day cigarette permit suspension be executed against the above-captioned permittee effective (*xyz future date*). This sanction will count as a third violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(c).

Mayor or Chairperson of the Board of Supervisors

SAMPLE ORDER ASSESSING PENALTY 4th VIOLATION

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
<i>Retailer</i>	:	(Obtain from permit)
<i>Address</i>	:	ORDER ASSESSING PENALTY
<i>City, Iowa Zip</i>	:	FOURTH VIOLATION

On this _____ day of _____, 20xx, after a public hearing on the matter, the _____ *City Council* / _____ *County Board of Supervisors* finds that based upon evidence submitted by the CITY OR COUNTY Attorney's Office, the above-captioned permittee committed a fourth violation that occurred on XXX of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

THEREFORE, the _____ *City Council* / _____ *County Board of Supervisors*, hereby orders that a civil penalty of a \$1,500.00 fine and a sixty (60) day cigarette permit suspension be executed against the above-captioned permittee effective (*xyz future date*). This sanction will count as a fourth violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(d).

Mayor or Chairperson of the Board of Supervisors

SAMPLE ORDER ASSESSING PENALTY 5th VIOLATION

BEFORE THE _____ CITY COUNCIL OR
THE _____ COUNTY BOARD OF SUPERVISORS

IN RE:	:	Legal Name
	:	Legal Address
<i>Retailer</i>	:	(Obtain from permit)
<i>Address</i>	:	ORDER ASSESSING PENALTY
<i>City, Iowa Zip</i>	:	FIFTH VIOLATION

On this _____ day of _____, 20xx, after a public hearing on the matter, the _____ *City Council* / _____ *County Board of Supervisors* finds that based upon evidence submitted by the CITY OR COUNTY Attorney's Office, the above-captioned permittee committed a fifth violation that occurred on XXX of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

THEREFORE, the _____ *City Council* / _____ *County Board of Supervisors*, hereby orders that a civil penalty of cigarette permit REVOCATION be executed against the above-captioned permittee effective (xyz future date). Furthermore, it is ordered that no person or entity be granted a new cigarette permit for this location (address) until at least one (1) year has passed, unless good cause to the contrary can be shown.

Mayor or Chairperson of the Board of Supervisors

OTHER RELEVANT TOBACCO LAWS

CRIMINAL PROSECUTION OF PERSONS OTHER THAN A RETAILER (ADULTS):

A person, OTHER THAN A RETAILER, who sells, gives, or otherwise supplies any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any individual under the age of 21, is guilty of a simple misdemeanor. 453A.3(1)(a).

CIVIL PROSECUTION OF PERSONS UNDER 21:

A PERSON under 21 years of age shall not smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes. 453A.2(2). NOTE: a court appearance is required for these violations because of the community work requirements. Note: the juvenile court does not have jurisdiction.

- For a first violation, the fine is \$70. 805.8C(3)(c)(1). And performance of 8 hours of community work requirements, unless this is waived by the court. 453A.3(2)(b).
- For a second violation, the fine is \$135. 805.8C(3)(c)(2). And performance of 12 hours of community work requirements. 453A.3(2)(c). There is no provision that allows for a waiver of community work requirements on the second offense.
- For a third or subsequent violation, the fine is \$325. 805.8C(3)(c)(3). And the performance of 16 hours of community work requirements. 453A.3(2)(d). There is no provision that allows for a waiver of community work requirements on the third or subsequent offense.

All of these penalties are CIVIL, not criminal. Also, the criminal penalty surcharge under 911.2 cannot be imposed for these violations. In addition, court costs pursuant to 805.9(6) cannot be imposed. 805.8C(3)(c).

CRIMINAL PROSECUTION OF PERSONS UNDER 21:

A PERSON under 21 years of age who alters or displays or has in their possession a fictitious or fraudulently altered driver's license or a non-operator's id card, and who uses this license or card to smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, or cigarettes, commits a simple misdemeanor punishable as a scheduled violation under section 805.8A, subsection 4 (a fine of \$260 as of 2/28/22). 321.216C.

- An employer of a retailer who reasonably believes they have been presented with a false or altered license or I.D. may seize it. If they do this, they then must attempt to issue a receipt to the person listing that time and date. Furthermore, they must then turn it over to their local law enforcement officials within 24 hours. 453A.4(1).

IMMUNITY FOR PERSONS UNDER 21:

A PERSON under 21 years of age who possesses cigarettes or tobacco products as part of their employment, does not commit a violation if the employer has a valid cigarette permit or lawfully offers for sale cigarettes or tobacco products. 453A.2(3). (Note: This immunity is limited to a minor being able to possess cigarettes or tobacco products as part of their employment. The minor is still liable criminally if he or she sells to minors.)

A PERSON under 21 years of age who participates in compliance checks of retailers under the supervision of a "peace officer" does not commit a violation. 453A.2(6).

- The definition of a peace officer is listed in 801.4. As well as in 453A.2(4).

CRIMINAL PROSECUTIONS OF EMPLOYEES OF A RETAILER:

1. These penalties have remained the same.
 2. An EMPLOYEE of a retailer who sells, gives, or otherwise supplies any tobacco, tobacco products, or cigarettes to any individual under the age of 21, is guilty of a simple misdemeanor. 453A.3(1)(b).
- The scheduled penalty fine is set out in 805.8C(3)(b)
 - (1) For a first violation, the scheduled fine is \$150
 - (2) For a second violation, the scheduled fine is \$325
 - (3) For a third or subsequent violation, the scheduled fine is \$645

Relevant Case Law

- Randall's Intern. Inc. v. Hearing Bd. of Iowa Beer & Liquor Control Dept., 429 N.W.2d 163 (Iowa 1988) (Finding imposition of civil sanctions against employer's licenses for employee's misconduct does not violate due process).
- State v. Casey's General Stores Inc., 587 N.W.2d 599 (Iowa 1998) (Finding imposition of criminal sanctions against employer's licenses for employee's misconduct does violate due process).
- Jim O. Inc. v. City of Cedar Rapids, 587 N.W.2d 476 (Iowa 1998) (Finding undercover stings using underage youth does not constitute entrapment).

ROLE OF OTHERS: CITY CLERKS, COUNTY AUDITORS; COUNTY CLERKS; LAW ENFORCEMENT

One challenge facing successful civil prosecution on the local level is the exchange of information available for the city clerks and county auditors/board secretaries (local jurisdictions). Good communication becomes even more imperative under the new law where local jurisdiction have 60 days from the date of the adjudication of the criminal offense before the jurisdiction transfers to the state by operation of law.

1. The local jurisdiction is sometimes unaware that there is a violation under 453A.2(1).
 - While the sting operation often involve a local law enforcement entity e.g. city police or county sheriff, the information sometimes is not passed on to the local jurisdiction and decision-makers within that jurisdiction. The Iowa Department of Justice and Alcohol Beverages Division (ABD) will attempt to overcome this challenge by mailing a notice of violation to the proper jurisdiction.
2. The local jurisdiction is sometimes unaware of the adjudication of the criminal simple misdemeanor stemming from the violation of 453A.2(1).
 - The local permit issuing authority should make arrangement with the county clerk's office to exchange information about the violation and the subsequent judicial process. The timetable for the adjudication of a simple misdemeanor varies depending on the defendant. A defendant may dispose of a 453A.2(1) criminal citation on the date of the offense or if the judicial process is extended, it may be several months before there is a criminal adjudication.
3. The Attorney General's Office keeps a state-wide database of all of the violations of 453A.2(1) and the outcome of the subsequent civil prosecutions of the retailers.
 - The local permit issuing authority should inform the Attorney General's Office when a civil prosecution has been undertaken or when a retailer uses its first affirmative defense in a 4 year period.



**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Consideration of FY26 Tobacco Permits

GENERAL INFORMATION

FY 26 Tobacco Permits

1. AWS'S Mediterranean Market - 7213 Apple Valley Drive
2. Bud & Mary's - 7239 Apple Valley Drive
3. Caseys - 6961 University Avenue
4. Hy-Vee Fast and Fresh - 7220 Hickman
5. Hy-Vee Food Store - 7101 University
6. Maverik 5002 - 7229 University
7. Super Quick Mart - 7690 Hickman
8. Walmart #1764 - 1001 73rd Street

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
June 16, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Mayor, Council Reports and Committee Updates, and Administration Reports

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**

June 16, 2025

TO: CITY COUNCIL
FROM: Adam Plagge, City Administrator
SUBJECT: Fireworks Report

GENERAL INFORMATION

Recently signed Senate File 303 stipulates “A City Council may by ordinance or resolution prohibit or limit the use of consumer fireworks, display fireworks, or novelties, as described in section 727.2, on any day other than July 3, July 4 and December 31st in accordance with section 727.2, subsection 4.

The current City of Windsor Heights Ordinance Section 40.02.12 Subsection 2 states, “Use of Consumer Fireworks Prohibited. It is unlawful for any person to use or explode Consumer Fireworks within the City limits. Any person who violates this provision shall be guilty of a simple misdemeanor, punishable by a fine of six hundred twenty-five dollars (\$625.00).”

Additionally, City Code Section 40.08.08 stipulates, “No person shall use firearms, explosives, weapons, firecrackers, or fireworks of any character in any public park, except as otherwise provided by ordinance.”

The State’s prohibition on firework restrictions on July 3rd, 4th and December 31st supersedes City Ordinance. Windsor Heights PD is aware of the allowance for use of fireworks and will not enforce fireworks restrictions these days, subject to the users being in compliance with state law which does require anyone discharging fireworks to be the property owner or have the permission of the property owner.

The Windsor Heights PD will enforce City Ordinance in instances fireworks are observed being discharged on public property or on private property without the property owner’s permission, such as on school property. PD also plans to maintain a presence at Colby Park over the 4th of July weekend to help address any issues that may arise.

The ongoing Ordinance overhaul will address this conflict between State Law and City Code.

ATTACHMENTS

None