



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, November 3, 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:**
 - A. Public Hearing on Walnut Creek Water Access Proposed Contract Documents and Estimated Costs for Repair or Improvement
 - B. Consideration of Resolution No. 2025-80 - A Resolution Awarding the Walnut Creek Water Access Project to RW Excavating Solution
4. **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.
5. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
 - A. Approve Minutes of the Regular Council Meeting on October 20, 2025
 - B. Approve Financial Reports
6. **Action Items:**
 - A. Consideration of Updates to CEC Fee Waiver Policy
7. **Reports:**
 - A. Mayor, Council Reports and Committee Updates, and Administration Reports
 - B. Mayor's Report
8. **Closed Session** Per Iowa Code Section 21.5(1)(i) - To evaluate the professional competency of an

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.



individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

9. **Adjourn**

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.





STAFF REPORT
CITY COUNCIL
November 3, 2025

TO: CITY COUNCIL

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

SUBJECT: Public Hearing on Walnut Creek Water Access Proposed Contract Documents
and Estimated Costs for Repair or Improvement

GENERAL INFORMATION

See included letter and tabulations.

The City received a \$125,000 ICON Water Trails MidAmerican Energy Company Regional Grant towards this project. Remaining costs are proposed to be paid for from TIF and the Stormwater Fund. There is approximately \$15,000 of necessary storm water repairs included in this project.

Staff met with ICON last week and they are pursuing a grant to fund water access signage. The grant would be accessible on an as needed basis, potentially allowing signage to be added into this project in the near future at a reduced or no cost to the City.

ATTACHMENTS

1. Walnut Creek Water Access Letter of Recommendation + bid tabulation
2. Walnut Creek Water Access PROJECT MANUAL 2025.9.11
3. 2025.09.11_Walnut Creek Water Access_Bid Plans



Real People. Real Solutions.

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

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

11/03/2025

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

RE: Walnut Creek Water Access
Recommendation of Award
Project No.: 25X.138271

Dear Adam Plagge:

At 10:00 A.M on October 29, 2025, bids were received for the Walnut Creek Water Access project. The Engineer's Estimate for the total base was \$276,923.00. Eleven bids were received. All bidders were responsive, and bids are summarized as follows:

Bidder	Total Base Bid
RW Excavating Solution, LLC	\$207,539.50
JC Midwest Services, LLC	\$243,235.85
TK Concrete, Inc.	\$255,582.00
CLK Lawn Care LLC	\$259,586.00
MPS Engineers, PC dba Kingston Construction Services, PC	\$259,603.00
James Construction, LLC	\$263,028.00
Alpha Landscapes	\$278,789.00
On Track Construction, LLC	\$299,865.00
Brothers Cleaning Corporation dba Brothers Concrete	\$303,681.70
Holman Construction, LLC	\$356,688.00
Jenco Construction, Inc.	\$359,612.00

The base bid received from RW Excavating was 25.05% below the engineers' 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 Walnut Creek Water Access project to RW Excavating Solution, LLC for the total base bid amount of \$207,539.50 (Two hundred seven thousand five hundred thirty-nine dollars and fifty 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

cc: File w/attachment

City of Windsor Heights
Windsor Heights, Iowa
Walnut Creek Water Access

TABULATION OF BIDS
Bid Letting Date: Wednesday October 29, 2025 @ 10:00 A.M. CSDT



Real People. Real Solutions.

430 E Grand Ave
Suite 101
Des Moines, IA 50309

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

BASE BID																		
Item No.	Item Code	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		RW Excavating Solution, LLC		JC Midwest Services		TK Concrete, Inc.		CLK Lawn Care LLC		MPS Engineers, PC dba Kingston Construction Services PC		James Construction, LLC	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	0000-999-BE	LIMESTONE STONE BLOCK BENCH	EA	4	\$2,000.00	\$8,000.00	\$700.00	\$2,800.00	\$1,500.00	\$6,000.00	\$1,075.00	\$4,300.00	\$800.00	\$3,200.00	\$880.00	\$3,520.00	\$950.00	\$3,800.00
2	0000-999-BI	LIMESTONE RETAINING WALL	TON	50	\$1,000.00	\$50,000.00	\$850.00	\$42,500.00	\$1,000.00	\$50,000.00	\$1,135.00	\$56,750.00	\$1,190.00	\$59,500.00	\$1,600.00	\$80,000.00	\$1,440.00	\$72,000.00
3	0000-999-A	DEWATERING	LS	1	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$4,200.00	\$4,200.00	\$8,000.00	\$8,000.00
4	2010-C	CLEARING AND GRUBBING	LS	1	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$5,160.00	\$5,160.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
5	2010-D-1	TOPSOIL, ON-SITE	CY	338	\$20.00	\$6,760.00	\$10.00	\$3,380.00	\$15.00	\$5,070.00	\$12.50	\$4,225.00	\$25.00	\$8,450.00	\$16.00	\$5,408.00	\$25.00	\$8,450.00
6	2010-E	EXCAVATION, CLASS 10	CY	585	\$30.00	\$17,550.00	\$20.00	\$11,700.00	\$12.00	\$7,020.00	\$23.00	\$13,455.00	\$25.00	\$14,625.00	\$16.00	\$9,360.00	\$25.00	\$14,625.00
7	4020-A-1	STORM SEWER, TRENCHED, RCP, 30 INCH	LF	20	\$200.00	\$4,000.00	\$125.00	\$2,500.00	\$120.00	\$2,400.00	\$250.00	\$5,000.00	\$285.00	\$5,700.00	\$212.00	\$4,240.00	\$310.00	\$6,200.00
8	4020-A-1	STORM SEWER, TRENCHED, RACP, 51X31 INCH	LF	16	\$300.00	\$4,800.00	\$300.00	\$4,800.00	\$10.00	\$160.00	\$450.00	\$7,200.00	\$525.00	\$8,400.00	\$332.00	\$5,312.00	\$427.00	\$6,832.00
9	4020-D	REMOVAL OF STORM SEWER, RCP	LF	32	\$50.00	\$1,600.00	\$35.00	\$1,120.00	\$150.00	\$4,800.00	\$50.00	\$1,600.00	\$255.00	\$8,160.00	\$32.00	\$1,024.00	\$25.00	\$800.00
10	4030-B	PIPE APRON, RCP, 30 INCH	EA	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,691.00	\$1,691.00
11	4030-B	PIPE APRON, RCAP, 51X31 INCH	EA	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,960.00	\$2,960.00
12	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 INCH	EA	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$600.00	\$600.00
13	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCAP, 51X31 INCH	EA	1	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$600.00	\$600.00
14	4030-D	PIPE APRON GUARD, 30 INCH	EA	1	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$2,275.00	\$2,275.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,610.00	\$1,610.00
15	4030-D	PIPE APRON GUARD, 51X31 INCH	EA	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$2,526.00	\$2,526.00
16	7030-A-2	REMOVAL OF SHARED USE PATH	SY	75	\$20.00	\$1,500.00	\$25.00	\$1,875.00	\$15.00	\$1,125.00	\$15.00	\$1,125.00	\$12.00	\$900.00	\$20.00	\$1,500.00	\$14.00	\$1,050.00
17	7030-C	SHARED USE PATH, PCC, 6 INCH	SY	75	\$70.00	\$5,250.00	\$80.00	\$6,000.00	\$25.00	\$1,875.00	\$75.00	\$5,625.00	\$80.00	\$6,000.00	\$70.00	\$5,250.00	\$120.00	\$9,000.00
18	7030-E	SIDEWALK, PCC, 5 INCH	SY	260	\$65.00	\$16,900.00	\$70.00	\$18,200.00	\$20.00	\$5,200.00	\$70.00	\$18,200.00	\$75.00	\$19,500.00	\$6.00	\$14,560.00	\$73.00	\$18,980.00
19	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$3,200.00	\$3,200.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00
20	8040-A	TRAFFIC SIGNS	EA	2	\$1,000.00	\$2,000.00	\$300.00	\$600.00	\$600.00	\$1,200.00	\$500.00	\$1,000.00	\$255.00	\$510.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
21	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, WETLAND MIX	AC	0.06	\$6,000.00	\$360.00	\$10,000.00	\$600.00	\$5,000.00	\$300.00	\$12,000.00	\$720.00	\$8,000.00	\$480.00	\$25,000.00	\$1,500.00	\$10,000.00	\$600.00
22	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE MESIC PRAIRIE	AC	0.25	\$4,500.00	\$1,125.00	\$10,000.00	\$2,500.00	\$5,000.00	\$1,250.00	\$12,000.00	\$3,000.00	\$8,000.00	\$2,000.00	\$18,000.00	\$4,500.00	\$9,000.00	\$2,250.00
23	9010-E	WARRANTY	LS	1	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00
24	9020-A	SOD	SY	580	\$9.00	\$5,220.00	\$9.50	\$5,510.00	\$50.00	\$29,000.00	\$10.00	\$5,800.00	\$7.00	\$4,060.00	\$10.00	\$5,800.00	\$7.00	\$4,060.00
25	9030-B	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, #5 CONTAINER	EA	193	\$120.00	\$23,160.00	\$85.00	\$16,405.00	\$65.00	\$12,545.00	\$95.00	\$18,335.00	\$85.00	\$16,405.00	\$75.00	\$14,475.00	\$85.00	\$16,405.00
26	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE, 2" CAL.	EA	22	\$650.00	\$14,300.00	\$500.00	\$11,000.00	\$1,000.00	\$22,000.00	\$585.00	\$12,870.00	\$500.00	\$11,000.00	\$485.00	\$10,670.00	\$500.00	\$11,000.00
27	9040-D-1	FLOATING SILT CURTAIN	LF	235	\$5.00	\$1,175.00	\$37.00	\$8,695.00	\$6.00	\$1,410.00	\$30.00	\$7,050.00	\$37.00	\$8,695.00	\$32.00	\$7,520.00	\$37.00	\$8,695.00
28	9040-D-1	FILTER SOCK, 6 INCH	LF	1,006	\$3.00	\$3,018.00	\$2.00	\$2,012.00	\$3.50	\$3,521.00	\$1.50	\$1,509.00	\$1.00	\$1,006.00	\$1.50	\$1,509.00	\$1.50	\$1,509.00
29	9040-E	TEMPORARY RECP, 2.D	SY	460	\$3.00	\$1,380.00	\$2.50	\$1,150.00	\$5.00	\$2,300.00	\$3.00	\$1,380.00	\$2.00	\$920.00	\$2.00	\$920.00	\$2.00	\$920.00
30	9040-J	RIP RAP, CLASS E	TON	130	\$75.00	\$9,750.00	\$75.00	\$9,750.00	\$70.00	\$9,100.00	\$80.00	\$10,400.00	\$70.00	\$9,100.00	\$68.00	\$8,840.00	\$80.00	\$10,400.00
31	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	205	\$5.00	\$1,025.00	\$2.50	\$512.50	\$4.50	\$922.50	\$3.00	\$615.00	\$2.00	\$410.00	\$3.00	\$615.00	\$3.00	\$615.00
32	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	LS	1	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$3,750.00	\$3,750.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00
33	9040-Q-2	EROSION CONTROL MULCHING, HYDRO MULCHING, BFM	AC	1	\$5,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$7,000.00	\$3,500.00	\$5,000.00	\$2,500.00	\$4,000.00	\$2,000.00	\$4,500.00	\$2,250.00	\$4,000.00	\$2,000.00
34	9060-F	TEMPORARY FENCE, ORANGE PLASTIC, 48 INCH	LF	1,210	\$5.00	\$6,050.00	\$3.00	\$3,630.00	\$3.50	\$4,235.00	\$3.80	\$4,598.00	\$2.00	\$2,420.00	\$3.00	\$3,630.00	\$5.00	\$6,050.00
35	11010-A	CONSTRUCTION SURVEY	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$6,500.00	\$6,500.00
36	11020-A	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$22,112.35	\$22,112.35	\$15,250.00	\$15,250.00	\$20,000.00	\$20,000.00	\$31,000.00	\$31,000.00	\$10,000.00	\$10,000.00
37	11050-A	CONCRETE WASHOUT	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
TOTAL BASE BID						\$276,923.00		\$207,539.50		\$255,045.85		\$255,582.00		\$261,401.00		\$259,603.00		\$263,028.00

BASE BID																
Item No.	Item Code	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Alpha Landscapes		On Track Construction, LLC		Brothers Cleaning Corporation dba Brothers Concrete		Holman Construction, LLC		Jenco Construction Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	0000-999-BE	LIMESTONE STONE BLOCK BENCH	EA	4	\$2,000.00	\$8,000.00	\$950.00	\$3,800.00	\$800.00	\$3,200.00	\$1,850.00	\$7,400.00	\$1,140.00	\$4,560.00	\$1,000.00	\$4,000.00
2	0000-999-BI	LIMESTONE RETAINING WALL	TON	50	\$1,000.00	\$50,000.00	\$1,890.00	\$94,500.00	\$1,200.00	\$60,000.00	\$2,150.00	\$107,500.00	\$1,980.00	\$99,000.00	\$1,500.00	\$75,000.00
3	0000-999-A	DEWATERING	LS	1	\$20,000.00	\$20,000.00	\$4,500.00	\$4,500.00	\$15,500.00	\$15,500.00	\$12,500.00	\$12,500.00	\$16,250.00	\$16,250.00	\$5,000.00	\$5,000.00
4	2010-C	CLEARING AND GRUBBING	LS	1	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00
5	2010-D-1	TOPSOIL, ON-SITE	CY	338	\$20.00	\$6,760.00	\$22.00	\$7,436.00	\$58.00	\$19,604.00	\$15.00	\$5,070.00	\$18.00	\$6,084.00	\$25.00	\$8,450.00
6	2010-E	EXCAVATION, CLASS 10	CY	585	\$30.00	\$17,550.00	\$25.00	\$14,625.00	\$42.00	\$24,570.00	\$12.50	\$7,312.50	\$26.00	\$15,210.00	\$25.00	\$14,625.00
7	4020-A-1	STORM SEWER, TRENCHED, RCP, 30 INCH	LF	20	\$200.00	\$4,000.00	\$180.00	\$3,600.00	\$385.00	\$7,700.00	\$265.00	\$5,300.00	\$168.00	\$3,360.00	\$400.00	\$8,000.00
8	4020-A-1	STORM SEWER, TRENCHED, RACP, 51X31 INCH	LF	16	\$300.00	\$4,800.00	\$300.00	\$4,800.00	\$485.00	\$7,760.00	\$568.00	\$9,088.00	\$277.00	\$4,432.00	\$800.00	\$12,800.00
9	4020-D	REMOVAL OF STORM SEWER, RCP	LF	32	\$50.00	\$1,600.00	\$20.00	\$640.00	\$50.00	\$1,600.00	\$55.00	\$1,760.00	\$45.00	\$1,440.00	\$200.00	\$6,400.00
10	4030-B	PIPE APRON, RCP, 30 INCH	EA	1	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$1,900.00	\$1,900.00	\$2,838.00	\$2,838.00	\$2,505.00	\$2,505.00	\$2,500.00	\$2,500.00
11	4030-B	PIPE APRON, RCAP, 51X31 INCH	EA	1	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$2,900.00	\$2,900.00	\$3,928.00	\$3,928.00	\$3,970.00	\$3,970.00	\$5,000.00	\$5,000.00
12	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 INCH	EA	1	\$2,000.00	\$2,000.00	\$550.00	\$550.00	\$1,300.00	\$1,300.00	\$500.00	\$500.00	\$2,520.00	\$2,520.00	\$3,000.00	\$3,000.00
13	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCAP, 51X31 INCH	EA	1	\$3,500.00	\$3,500.00	\$550.00	\$550.00	\$1,400.00	\$1,400.00	\$500.00	\$500.00	\$3,260.00	\$3,260.00	\$4,000.00	\$4,000.00
14	4030-D	PIPE APRON GUARD, 30 INCH	EA	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,675.00	\$1,675.00	\$2,950.00	\$2,950.00	\$2,535.00	\$2,535.00	\$1,500.00	\$1,500.00
15	4030-D	PIPE APRON GUARD, 51X31 INCH	EA	1	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$2,475.00	\$2,475.00	\$3,440.00	\$3,440.00	\$3,645.00	\$3,645.00	\$2,000.00	\$2,000.00
16	7030-A-2	REMOVAL OF SHARED USE PATH	SY	75	\$20.00	\$1,500.00	\$10.00	\$750.00	\$95.00	\$7,125.00	\$15.00	\$1,125.00	\$35.00	\$2,625.00	\$1,000.00	\$75,000.00
17	7030-C	SHARED USE PATH, PCC, 6 INCH	SY	75	\$70.00	\$5,250.00	\$100.00	\$7,500.00	\$260.00	\$19,500.00	\$75.00	\$5,625.00	\$165.00	\$12,375.00	\$200.00	\$15,000.00
18	7030-E	SIDEWALK, PCC, 5 INCH	SY	260	\$65.00	\$16,900.00	\$75.00	\$19,500.00	\$25.00	\$6,500.00	\$65.00	\$16,900.00	\$155.00	\$40,300.00	\$200.00	\$52,000.00
19	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00
20	8040-A	TRAFFIC SIGNS	EA	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$850.00	\$1,700.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
21	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, WETLAND MIX	AC	0.06	\$6,000.00	\$360.00	\$20,000.00	\$1,200.00	\$8,000.00	\$480.00	\$22,000.00	\$1,320.00	\$20,000.00	\$1,200.00	\$10,000.00	\$600.00
22	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE MESIC PRAIRIE	AC	0.25	\$4,500.00	\$1,125.00	\$11,000.00	\$2,750.00	\$8,000.00	\$2,000.00	\$12,000.00	\$3,000.00	\$11,000.00	\$2,750.00	\$10,000.00	\$2,500.00
23	9010-E	WARRANTY	LS	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$2,200.00	\$2,200.00	\$2,600.00	\$2,600.00	\$1,000.00	\$1,000.00
24	9020-A	SOD	SY	580	\$9.00	\$5,220.00	\$12.00	\$6,960.00	\$16.50	\$9,570.00	\$14.00	\$8,120.00	\$13.50	\$7,830.00	\$8.00	\$4,640.00
25	9030-B	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, #5 CONTAINER	EA	193	\$120.00	\$23,160.00	\$77.00	\$14,861.00	\$85.00	\$16,405.00	\$83.00	\$16,019.00	\$84.00	\$16,212.00	\$100.00	\$19,300.00
26	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE, 2" CAL.	EA	22	\$650.00	\$14,300.00	\$440.00	\$9,680.00	\$500.00	\$11,000.00	\$480.00	\$10,560.00	\$484.00	\$10,648.00	\$600.00	\$13,200.00
27	9040-D-1	FLOATING SILT CURTAIN	LF	235	\$5.00	\$1,175.00	\$35.00	\$8,225.00	\$38.00	\$8,930.00	\$35.00	\$8,225.00	\$35.00	\$8,225.00	\$40.00	\$9,400.00
28	9040-D-1	FILTER SOCK, 6 INCH	LF	1,006	\$3.00	\$3,018.00	\$2.00	\$2,012.00	\$1.00	\$1,006.00	\$2.20	\$2,213.20	\$2.00	\$2,012.00	\$2.00	\$2,012.00
29	9040-E	TEMPORARY RECP, 2.D	SY	460	\$3.00	\$1,380.00	\$2.00	\$920.00	\$2.00	\$920.00	\$2.20	\$1,012.00	\$2.00	\$920.00	\$3.00	\$1,380.00
30	9040-J	RIP RAP, CLASS E	TON	130	\$75.00	\$9,750.00	\$65.00	\$8,450.00	\$85.00	\$11,050.00	\$65.00	\$8,450.00	\$115.00	\$14,950.00	\$100.00	\$13,000.00
31	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	205	\$5.00	\$1,025.00	\$4.00	\$820.00	\$2.00	\$410.00	\$4.40	\$902.00	\$4.00	\$820.00	\$3.00	\$615.00
32	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	LS	1	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$7,200.00	\$7,200.00	\$6,000.00	\$6,000.00
33	9040-Q-2	EROSION CONTROL MULCHING, HYDRO MULCHING, BFM	AC	1	\$5,000.00	\$2,500.00	\$3,800.00	\$1,900.00	\$4,000.00	\$2,000.00	\$4,100.00	\$2,050.00	\$3,800.00	\$1,900.00	\$6,000.00	\$3,000.00
34	9060-F	TEMPORARY FENCE, ORANGE PLASTIC, 48 INCH	LF	1,210	\$5.00	\$6,050.00	\$4.00	\$4,840.00	\$3.50	\$4,235.00	\$4.40	\$5,324.00	\$5.00	\$6,050.00	\$5.00	\$6,050.00
35	11010-A	CONSTRUCTION SURVEY	LS	1	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$9,500.00	\$9,500.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00
36	11020-A	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$27,400.00	\$27,400.00	\$17,500.00	\$17,500.00	\$15,000.00	\$15,000.00	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00
37	11050-A	CONCRETE WASHOUT	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,850.00	\$1,850.00	\$4,300.00	\$4,300.00	\$1,500.00	\$1,500.00
TOTAL BASE BID						\$276,923.00		\$281,969.00		\$299,865.00		\$303,681.70		\$356,688.00		\$429,472.00

PROJECT MANUAL

Walnut Creek Water Access

City of Windsor Heights

Windsor Heights, Iowa

September 2025

BMI Project No. 25X.138271



Real People. Real Solutions.

Bolton-Menk.com

SECTION 00005 - CERTIFICATION PAGE

**PROJECT MANUAL
FOR
WALNUT CREEK WATER ACCESS
CITY OF WINDSOR HEIGHTS
WINDSOR HEIGHTS, IOWA
SEPTEMBER 2025
BMI PROJECT NO. 25X.138271**

	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: _____ Nate Weidl License No. 00677 My renewal date is June 30, 2027 Pages or sheets covered by this seal: _____
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SECTION 00010 - TABLE OF CONTENTS

Walnut Creek Water Access
City of Windsor Heights

CONTRACT DOCUMENTS:

PROJECT MANUAL:

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

00005 - CERTIFICATION PAGE
00010 - TABLE OF CONTENTS
00100 - NOTICE TO BIDDERS
00110 - NOTICE OF PUBLIC HEARING
00200 - INSTRUCTIONS TO BIDDERS
00410 - PROPOSAL
00420 - BID BOND
00500 - CONTRACT
00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
00800 - SPECIAL PROVISIONS
00900 - NOTICE OF AWARD
00910 - NOTICE TO PROCEED
00920 - LETTER OF TRANSMITTAL

Technical Specifications

Supplemental Specifications
City of Windsor Heights

DRAWINGS (UNDER SEPARATE COVER):

_____ sheets numbered _____ through _____, inclusive, dated _____, 20____, and with each sheet bearing the following general title:

Walnut Creek Water Access
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

Walnut Creek Water Access
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 October 14, 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 October 20, 2025 at which time the Council may take action on the proposals submitted or at such time as may then be fixed. The City of Windsor Heights 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 Council and as stated in the Notice to Proceed. All work under the contract must be complete on or before October 30, 2026. 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 3 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 Ave, Suite 101, Des Moines, Iowa 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 #9869540 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: This paved water access project includes approximately 260 SY of 5" PCC, 75 TONS of stacked natural stone, a metal custom wayfinding sign mounted to a cast-in-place concrete footing, tree and shrub plantings, and seed surface restoration. The project is estimated to include more than 500 CY of excavation and is anticipated to require dewatering operations at the location where the water access meets the creek. Other miscellaneous construction items are required as defined in the bid documents.

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

Adam Plagge
City Administrator

SECTION 00110 - NOTICE OF PUBLIC HEARING

Walnut Creek Water Access
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 October 20, 2025, at 1133 68th Street, Windsor Heights, Iowa 50324.

PROJECT DESCRIPTION: This paved water access project includes approximately 260 SY of 5" PCC, 75 TONS of stacked natural stone, a metal custom wayfinding sign mounted to a cast-in-place concrete footing, tree and shrub plantings, and seed surface restoration. The project is estimated to include more than 500 CY of excavation and is anticipated to require dewatering operations at the location where the water access meets the creek. Other miscellaneous construction items are required as defined in the bid documents.

At said hearing, the 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 Administrator, 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 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

Walnut Creek Water Access
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 3% 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 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:

Contractor to coordinate with City on any events in Colby Park

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 4 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.

ARTICLE 6—ADDITIONAL ITEMS

6.01 Pre-Bid Conference (If pre-bid is held, should be added to the Notice to Bidders after last item.)

- A. A pre-bid conference will not be conducted for this Project.

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

SECTION 00410 - PROPOSAL

Walnut Creek Water Access
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 Walnut Creek Water Access.

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

Bidder

☐ Partnership

Signature

☐ Corporation

Name (Print/Type)

☐ Limited Liability Company

Title

☐ Joint-Venture; all parties must join-in and
execute all documents

Street Address

☐ Other

City, State, Zip Code

Telephone Number

The Bidder shall enter its
Public Registration Number

E-Mail Address

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

Walnut Creek Water Access
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						
Item No.	Item Code	Item	Unit	Quantity	Unit Price	Total
1	0000-999-BE	LIMESTONE STONE BLOCK BENCH	EA	4	\$	\$
2	0000-999-BI	LIMESTONE RETAINING WALL	TON	50	\$	\$
3	0000-999-A	DEWATERING	LS	1	\$	\$
4	2010-C	CLEARING AND GRUBBING	LS	1	\$	\$
5	2010-D-1	TOPSOIL, ON-SITE	CY	338	\$	\$
6	2010-E	EXCAVATION, CLASS 10	CY	585	\$	\$
7	7030-A-2	REMOVAL OF SHARED USE PATH	SY	25	\$	\$
8	7030-C	SHARED USE PATH, PCC, 6 INCH	SY	25	\$	\$
9	7030-E	SIDEWALK, PCC, 5 INCH	SY	260	\$	\$
10	8040-A	TRAFFIC SIGNS	EA	2	\$	\$
11	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, WETLAND MIX	AC	0.06	\$	\$
12	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE MESIC PRAIRIE	AC	0.25	\$	\$
13	9020-A	SOD	SY	355	\$	\$
14	9030-B	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, #5 CONTAINER	EA	193	\$	\$
15	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE, 2" CAL.	EA	22	\$	\$
16	9040-D-1	FLOATING SILT CURTAIN	LF	235	\$	\$
17	9040-D-1	FILTER SOCK, 6 INCH	LF	926	\$	\$
18	9040-E	TEMPORARY RECP, 2.D	SY	460	\$	\$
19	9040-J	RIP RAP, CLASS E	TON	85	\$	\$
20	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	205	\$	\$

(Continued)

Item No.	Item Code	Item	Unit	Quantity	Unit Price	Total
21	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	LS	1	\$	\$
22	9060-F	TEMPORARY FENCE, ORANGE PLASTIC, 48 INCH	LF	1130	\$	\$
23	11010-A	CONSTRUCTION SURVEY	LS	1	\$	\$
24	11020-A	MOBILIZATION	LS	1	\$	\$
25	11050-A	CONCRETE WASHOUT	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

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SECTION 00420 - BID BOND

Walnut Creek Water Access
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: Walnut Creek Water Access

Project Description: This paved water access project includes approximately 260 SY of 5" PCC, 75 TONS of stacked natural stone, a metal custom wayfinding sign mounted to a cast-in-place concrete footing, tree and shrub plantings, and seed surface restoration. The project is estimated to include more than 500 CY of excavation and is anticipated to require dewatering operations at the location where the water access meets the creek. Other miscellaneous construction items are required as defined in the bid documents.

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

Walnut Creek Water Access
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 Walnut Creek Water Access as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Administrator, 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: Walnut Creek Water Access

Project Description: This paved water access project includes approximately 260 SY of 5" PCC, 75 TONS of stacked natural stone, a metal custom wayfinding sign mounted to a cast-in-place concrete footing, tree and shrub plantings, and seed surface restoration. The project is estimated to include more than 500 CY of excavation and is anticipated to require dewatering operations at the location where the water access meets the creek. Other miscellaneous construction items are required as defined in the bid documents.

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 6/30/2026, and completed and ready for final payment in accordance with General Conditions on or before 10/30/2026.

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.

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 4 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 Plagge, City Administrator

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone

E-Mail

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.

- 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.

Name of Surety _____

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.

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

Walnut Creek Water Access
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 Walnut Creek Water Access, Windsor Heights, Iowa.

Project Description: This paved water access project includes approximately 260 SY of 5" PCC, 75 TONS of stacked natural stone, a metal custom wayfinding sign mounted to a cast-in-place concrete footing, tree and shrub plantings, and seed surface restoration. The project is estimated to include more than 500 CY of excavation and is anticipated to require dewatering operations at the location where the water access meets the creek. Other miscellaneous construction items are required as defined in the bid documents.

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

Walnut Creek Water Access
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 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 Ave, Suite 101, Des Moines, Iowa 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 Walnut Creek Water Access 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) Contractor to coordinate with City on any events in Colby Park.

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.

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, Jurisdiction shall provide engineering surveys to establish reference points for construction as follows:
 - i) Storm Sewer: Staking will be furnished and set by the Engineer at 50.0-foot spacing (usually offset for construction) for the control of the underground construction herein described. Cuts to the proposed pipeline grade will be furnished by the Engineer. Manholes and catch basins will be staked with an offset and a witness with a cut to the lowest structure invert.
 - ii) Watermain: The staking interval for watermain shall be 25.0-feet. Cuts to the proposed pipeline grade will be furnished by the Engineer. Location staking shall be provided for valves and fittings. Hydrants will be staked with an offset and a witness with a cut to the ground elevation at the hydrant. The Engineer will provide horizontal and vertical control points on the project's datum.
 - iii) Street Grading, Form Grade and Top of Curb: A control line (usually offset from the curb line) with cuts and fills to proposed grade at 50.0-foot spacing on tangents, and 25.0-foot spacing on horizontal or vertical curves, shall be furnished and set on both sides for control of the construction herein described.
 - iv) Concrete Paving: Control lines for paving forms or stringline control with cuts and fills to proposed finished grade at 25.0 or 50.0-foot stations shall be furnished and set by the Engineer for control of the concrete construction herein described. The offset and actual form or stringline locations shall be in accordance with the paver manufacturer's recommendations and the approved paving strategy as determined at the preconstruction conference.

NOTE TO USER:

PM can choose to remove section a) if they choose not to define staking requirements

- b) The Engineer will provide stakes indicating the right of way and/or temporary easement construction limits.
- c) Contractor is responsible to have all areas where stakes need to be set to be clear of debris. The Contractor needs to also provide a clear line of sight for staking.
- d) The Contractor shall submit staking requests a minimum of two (2) working days, excluding Saturdays, Sundays and legal holidays, prior to the date requested stakes are needed on the project. Staking requests submitted after 2pm shall be recorded as being received the next business day.
- e) The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks and will be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Engineer and will not be at the Contractor's expense.
- f) In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade or mark shall have been verified or corrected by the Engineer.
- g) The Engineer will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed, the Engineer will reset them post construction at the Contractor's expense.
- h) All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor, or withheld from the amounts due to the Contractor.

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) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.

- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

28) READY MIX CONCRETE USED ON PAVING PROJECTS

- a) Contractor will be required to provide plant/truck batch tickets as detailed in the Iowa DOT Construction Manual, Chapter 9, Section 9.03.
- b) Contractor shall be required to provide a batch ticket for each delivered load to the Engineer or their field staff at the time of delivery on site.

29) 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
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: Walnut Creek Water Access

PROJECT DESCRIPTION: This paved water access project includes approximately 260 SY of 5" PCC, 75 TONS of stacked natural stone, a metal custom wayfinding sign mounted to a cast-in-place concrete footing, tree and shrub plantings, and seed surface restoration. The project is estimated to include more than 500 CY of excavation and is anticipated to require dewatering operations at the location where the water access meets the creek. Other miscellaneous construction items are required as defined in the bid documents.

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: Contractor	Date:
Address 1	Project Title: Walnut Creek Water Access
Address 2	Project Owner: City of Windsor Heights
City, State, Zip	Project Location: Windsor Heights, Iowa

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 # 25X.138271
ATTENTION: Nate Weiti	
RE: Walnut Creek Water Access	
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

TECHNICAL SPECIFICATIONS

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section shall govern the interpretation and evaluation of bid alternates and contractor proposed alternatives.
- B. The Owner reserves the right to reject any bids not complying with the requirements of this section.
- C. All bids must include a bid based on the "base bid" or the Contract Documents defined alternatives, as specified, without anticipation of the use of "or equal" items or contractor proposed alternatives. Bids solely based on the use of "or equal" items or contractor proposed alternatives may be rejected without consideration, at the discretion of the Owner.
- D. Qualification process
 - 1. Installers wishing to qualify alternate methods and/or materials for this project must submit a copy of the license or certificate verifying the manufacturer's or licensor's approval, and evidence of the installer's experience including the number, total length, and locations of trenchless construction projects installed to date using the proposed materials and methods together with the names and phone numbers of facility owners to the Engineer 10 days prior to the opening of bids to allow time for evaluation.
 - 2. The final decision to accept or reject the applicant lies solely with the Owner.

1.2 INTERPRETATION OF "OR EQUAL" CLAUSES

- A. The Contractor shall include in its base bid the items, as specified, without consideration of using the 'or equal' items and methods.
- B. The Contractor shall then include in its bid the amount of the deduction, increase or revised total bid to be applied if the 'or equal' items and methods are accepted.
- C. The Owner and Engineer shall evaluate the 'or equal' stature of the proposed materials and methods.
- D. The Owner reserves the right to accept or reject the proposed 'or equal' materials and methods at the appropriate adjustment to bid price.

1.3 PROPOSALS WITH SPECIFIED BID ALTERNATES

- A. The Owner reserves the right to select the bid alternate desired, regardless of the amount bid.
- B. The bid shall be awarded to the lowest and best bidder of the selected alternate.

1.4 CONTRACTOR PROPOSED ALTERNATIVES

- A. Contractor proposed alternative methods and techniques may be considered by the Owner, with the advice of the Engineer, after Award of Contract. No alternatives shall be accepted or considered as part of the bid.
- B. The Contractor shall include in its base bid the items, as specified, without consideration of using any proposed alternative materials and/or methods.
- C. The Contractor shall then include in its bid the amount of the deduction, increase or revised bid amount to be applied if the proposed alternative materials and methods are accepted.
- D. The Owner and Engineer shall evaluate the stature of the proposed materials and methods.
 - 1. Evaluation by the Owner and Engineer shall include the cost of modifying the design, as necessary and shall be at the discretion of the Owner and Engineer.
 - 2. If the Contractor is proposing trenchless technology that is not included as a contract alternative, the following modifications to the original design shall be anticipated by the Contractor and included in the price differential or revised contract amount, as proposed:

- (a) The actual inside pipe diameter included in the Contractor proposed alternative shall be equal to or larger than the original conduit design, as specified, unless approved by the Engineer.
- (b) The minimum grade of all conduits installed by trenchless technologies for gravity sewers shall be 0.80 percent. This minimum may increase the depth required for structures. The Contractor shall include in the price differential or revised contract amount the cost of any such increases in structure depth.
- (c) Proposed modifications which include changes in pipe size whether to meet the required actual inside pipe diameter or necessitated by proposed changes in pipe materials, etc. may require changes in manhole diameters to accommodate the necessary pipe entrances. The Contractor shall include in the price differential or revised contract amount the cost of any such increases in manhole size.

E. The Owner reserves the right to accept or reject "Contractor Proposed Alternatives".

1.5 SPECIFICATION REFERENCES

A. If the Bidder proposes an alternative:

- 1. The Bidder is required to request, in writing, a determination on the Specifications which will be enforced to govern the construction. This request shall be made directly to the Engineer at the time of bid opening or before.
- 2. The Engineer shall provide a written response prior to the end of the next working day to allow the Contractor time to withdraw its bid, if requested by the Contractor.

1.6 SUBMITTALS

A. "OR EQUAL" MATERIALS AND/OR METHODS

- 1. Unless otherwise specified, Contractors whose bids are based on "equal" materials and/or methods shall include with their bid the manufacturer name, address, product name, model, specification reference and/or testing certification of the items proposed to be used. The Contractor shall also include evidence of the 'equal' stature of the products proposed.

B. PROPOSALS FOR SPECIFIED BID ALTERNATES

- 1. Unless otherwise specifically requested, no submittals are required.
- 2. Unless otherwise specifically requested, the Contractor is required to bid at least one of the alternates included in the proposal form, and the Contractor may choose to bid other alternates or not.

C. CONTRACTOR PROPOSED ALTERNATIVES

- 1. The Contractor shall contact the Engineer prior to bidding the job to discuss its proposed alternative approach to the methods and materials used or execution of the job. The Engineer shall evaluate the proposed methods and may at the Engineer's discretion choose to issue an addendum to all contractors or accept the conversation as privileged communication.
- 2. Unless otherwise specified, the Contractors whose bid includes alternative materials and/or methods shall include with their bid the manufacturer name, address, product name, model, specification reference and/or testing certification of the items proposed to be used. The Contractor shall also include evidence of the 'equal' stature of the products and/or methods proposed.
- 3. The Contractor shall mark the outside of the bid envelope that alternative methods are included.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01 41 00 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Applicable codes and standards referred to in these specifications shall establish minimum requirements and shall be superseded by more stringent requirements of drawings and specifications when and where they occur.
- B. Any conflicts between specifications and applicable codes and standards shall be referred to the Engineer.

1.2 SUBMITTALS

- A. The Contractor shall submit copies of Safety Data Sheets (SDSs) for each material on site to the Engineer.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. All equipment furnished and installed under the contract shall be designed, fabricated, assembled, installed, and placed into service. The equipment will conform to the applicable provisions of the Federal and State Safety and Health Standards and ordinances of the City that apply to this work.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. All construction methods and tools shall comply with commonly accepted standards for safety and health of personnel engaged on construction, and with all Federal State, and Local Safety and Health Standards that apply to this work.

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

SECTION 01 41 26 - PERMIT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Any conflicts between specifications and permits for this project shall be referred to the Engineer.

1.2 PERMITS OBTAINED BY OWNER

- A. The Owner has applied for the following permits from appropriate authorities. It is anticipated that permission to proceed will be authorized prior to execution of Contract. The Contractor shall perform all work and conduct itself in full accordance with the requirements of the applicable permit:

1. Iowa Department of Natural Resources General Permit No. 2, Storm Water Discharge Associated with Construction Activities.
2. Iowa Department of Natural Resources Wastewater Construction Permit
3. Iowa Department of Natural Resources Public Water Supply Construction Permit
4. Iowa Department of Natural Resources Sovereign Lands Construction Permit
5. Iowa Department of Transportation Utilities Accommodation Permit
6. Iowa Department of Transportation Work Within State Highway Right-of-Way Permit
7. Work within the <name of RR> Railroad Right-of-Way
8. Work within the <name of County> County Right-of-Way.
9. <name of County> Utilities Accommodation Permit.
10. Cultural Resources Monitoring Plan/Inadvertent Discoveries Plan.

- B. The Contractor shall be responsible for meeting any bonding or insurance requirements which may be required as a condition to any permit, listed above.

1.3 PERMITS OBTAINED BY CONTRACTOR

- A. The Contractor shall secure and pay the cost of any other permits not mentioned above, which may be required for work within the project limits including but not limited to:

1. None.

- B. The Contractor shall identify, secure, and pay for any required permission, fee, or permit for work not within the project limits, but which may be considered a connected action. A connected action shall be defined as including but not limited to:

1. Obtaining borrow for the project,
2. Disposal of any waste product or excess material resulting from the project, and
3. Any action by the Contractor that is closely related by proximity in location and time to the project that may be perceived by the public or any regulatory body to be part of the project.

1.4 SUBMITTALS

- A. Contractor shall provide a draft copy of all notifications, submittals, and permit applications to the Engineer for review a minimum of 5-business days prior to submittal to any regulatory or permitting agency.
- B. Contractor shall copy the Engineer on all notifications, submittals, and permit applications at the time of submittal to the agency or permitting authority.
- C. If requested by the Owner, the Contractor shall provide copies of permits and/or permissions acquired for work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

SECTION 01 55 17 - HAUL ROUTES AND TEMPORARY ACCESS

PART 1 - GENERAL

1.1 MAINTENANCE

- A. The Contractor shall notify and obtain the approval of the local governmental authority for the use of all haul roads and construction easement areas within the City limits not specifically noted below. The Contractor will be required to deliver new materials and dispose of all excavated material plus removal items only on designated haul roads. This also applies to equipment entering and leaving the project site such as backhoes and front-end loaders.
- B. Allowable city street and project haul roads are described as follows:
 - 1. _____
 - 2. _____
 - 3. _____
- C. The Contractor shall confine all operations, ingress, and egress to the designated haul roads. The Owner may assess a fee of \$ 500 per day for each day that the Contractor occupies or travels on non-designated haul roads. The fee shall be in addition to damages assessed against the Contractor to repair damage caused to the roadway.
- D. The Contractor shall maintain and repair any damage to haul roads. Maintenance shall include, but not be limited to, the following: blading, patching, signing, graveling, and dust control. This work will be at the Contractor's expense, without any direct compensation being made other than the payment received for Contract items.
- E. The Contractor shall be responsible for all roadbed maintenance over backfilled trenches and roadbed subgrade during the construction period.

1.2 REFERENCED SPECIFICATION

- A. Iowa DOT 1105, Control of Work shall apply, except as modified herein.
- B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. Reclaimed pavement and salvaged aggregate base may be used for temporary access surfacing. No additional compensation shall be granted for the installation, removal, and disposal of materials utilized in this way.

****END OF SECTION****

SECTION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. This section covers the furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to stormwater management as indicated on the plans, as specified herein or as directed by the Engineer.
- B. The Contractor and Owner shall identify a person(s) knowledgeable and experienced in the application of erosion and sediment control BMPs who will oversee the site erosion and sediment control.
- C. Iowa Department of Natural Resources (DNR) – NPDES General Permit No. 2 Storm Water Discharge Associated with Industrial Activity for Construction Activities
 - 1. This site as designed will disturb less than 1.0 acres, therefore a NPDES permit is not required.
 - 2. The Contractor shall contact the Owner if it is determined that additional work is required which will increase the total disturbance area to 1.0 acres or more.
 - (a) The Contractor applies for a NPDES permit from the Iowa DNR.
 - (b) A copy of the active permit has been posted on the site.
 - (c) The Contractor shall be responsible for all costs associated with increasing the total disturbance area to 1.0 acres or more except where the change is due to a work change that is directed by the Owner and not a result of recommendations made by the Contractor to accommodate changed work means or methods.
 - (d) The Contractor shall phase construction to minimize erosion and sediment potential during the project.

1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Measurement and compensation for erosion and sediment control will be paid according to the referenced specification or as modified below:
 - 1. Payment for all work associated with erosion and sediment control will be at the contract price bid and will be considered full compensation for furnishing, installing, maintaining, and utilizing stormwater best management practices and any work specified in conjunction therewith as well as removing temporary sediment control devices when no longer necessary, except for stormwater management devices identified for individual payment in the bidding schedule.
 - 2. Eighty percent of the payment will be made upon installation. The remaining 20 percent will be made upon complete removal of the control measure, removal of any accumulated sediment, and surface restoration.
- B. The furnishing and installing specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. The costs will be included in the unit price bid for the associated erosion control and excavation items. Such items of work include but are not limited to:
 - 1. Providing trained Construction SWPPP Manager and BMP Installer.
 - 2. Inspect, maintain, repair, and remove (if necessary) temporary surface stabilization practices throughout the duration of the project.
 - 3. Maintaining clean exit areas or roads from the site.
 - 4. Sweeping adjacent streets clean of excess soil.
 - 5. Cleaning storm sewers, drain tiles, and culverts that have been partially or completely obstructed by sediment that originated from the site.

6. Geotextile fabric for rock installation.
7. Geotextile fabric to wrap prefabricated inlet protection devices.
8. Aggregate to anchor and act as a filter for prefabricated inlet protection devices.
9. Aggregate associated with the construction of temporary sediment traps.
10. Construction, maintenance, and removal of rock construction entrance.
11. Changing the type of inlet protection for different phases of construction.

NOTE TO USER

The following items are intended to delete measurement and payment provisions within Iowa DOT specifications 2601 and 2602 for specific pay items.

12. Removal of debris, rock, or boulders.
13. Application of water (including mobilization).
14. Mobilizations for erosion control and/or emergency erosion control.

- C. No additional payment will be made for Erosion Control BMPs necessary to accommodate Contractor phasing or work methods including increased quantities, alternative methods, and turf restoration impacts.

1.3 SPECIFICATION REFERENCES

- A. Iowa DOT Section 1107 – Legal Relations and Responsibility to the Public shall apply, except as modified herein.
- B. Iowa DOT Section 2601 – Erosion Control shall apply, except as modified herein.
- C. Iowa DOT Section 2602 – Water Pollution Control (Soil Erosion) shall apply, except as modified herein.
- D. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

- A. No submittals for this section.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Bale checks will not be used.

PART 3 - EXECUTION

3.1 GENERAL

- A. Construction and/or installation of all appropriate erosion & sediment control devices shall be completed prior to any soil disturbing activities.
- B. Prior to construction, the Contractor shall observe and document the existing stormwater outfall system and discharge area. Sediment deposits not documented prior to the construction may be assumed to have originated from the project site and will be required to be removed and disposed of by the Contractor.
- C. Exit areas and connected roads shall be kept clean of tracking and sediment release from the site. All material will be cleaned up the sooner of within 24 hours of discovery or the end of each business day. Washing or sweeping of material into the storm sewer system will not be allowed.

3.2 CONSTRUCTION REQUIREMENTS

- A. The Contractor shall control drainage, erosion, and sediment on the project including haul roads, temporary construction, waste disposal sites, plant and storage locations, and borrow pits, other than commercially operated sources.

- B. If the Contractor fails to install, maintain, and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written notice to the Contractor. The Contractor shall correct the cause and alleviate all sediment deposition to the fullest extent possible within the timeframe in the written notice.
- C. The Contractor shall be responsible for removing all sediment deposits including, but not limited to, drainage ways, stormwater basins, or intakes and re-stabilize the areas where sediment removal results in exposed soil. The removal and stabilization shall take place within 7 calendar days of discovery unless precluded by legal, regulatory, or physical access restraints, regardless of whether a written notice has been issued by the Engineer. If precluded, removal and stabilization must take place within 7 calendar days of obtaining access. The Contractor is responsible for contacting all local, regional, state, and Federal authorities and property owners and obtaining applicable rights of entry, approvals, and/or permits.
- D. **A contract deduction will be made equal to the total of all costs incurred by the Owner due to the failure of the Contractor to take corrective action within the required timeframe(s). Such costs include but are not limited to labor, materials, equipment, and administrative costs.**

****END OF SECTION****

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section provides information necessary to ensure the project is completed satisfactorily, all documentation is in order, and any outstanding issues are addressed before final payment and the beginning of the warranty period.

1.2 REFERENCES

- A. 7.12 Record Documents of 00 72 00 – GENERAL CONDITIONS of this project manual.
- B. SC-7.12 Record Documents of 00 73 00 - SUPPLEMENTARY CONDITIONS of this project manual.
- C. 15.06 Final Payment of 00 72 00 – GENERAL CONDITIONS of this project manual.
- D. SC-15.06 Final Payment of 00 73 00 - SUPPLEMENTARY CONDITIONS of this project manual.
- E. EXHIBIT A —SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE of 00 73 00 – SUPPLEMENTAL CONDITIONS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 RECORD DOCUMENTS

- A. Record documents shall be prepared and submitted in accordance with the requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS before application for Final Payment.

3.2 FINAL INSPECTION

- A. After the cleaning up of the work, premises, and all other areas and structures connected with the performance of the contract, the work as a whole, will be examined by the Engineer and Owner; and, any workmanship or materials found which do not meet the specified requirements will be identified and included on a punch list given to the Contractor.
- B. The Contractor shall, at its own expense, promptly remove, replace, repair, or otherwise correct the deficiencies with good and satisfactory workmanship and material to the satisfaction of the Owner and Engineer.
- C. If the Contractor does not satisfactorily remove, replace, repair, or otherwise correct the deficiencies within thirty calendar days after receipt of the punch list, the Owner reserves the right to employ the services of other contractors and/or service organizations to conduct the necessary work and deduct any and all associated costs from final payment to the Contractor. The entry of such other agents on the project to perform this work will not relieve the Contractor from any of its warranty, maintenance, or start-up obligations.

3.3 PROJECT ACCEPTANCE

- A. The project will be accepted after the final inspection has been conducted and all settlement, defects, damages, etc., discovered during the previous inspections have been remedied.

3.4 FINAL PAYMENT

- A. Final payment will not be made until the Contractor has complied with all requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS of this project manual.

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

APPENDIX
FOR
WALNUT CREEK WATER ACCESS
CITY OF WINDSOR HEIGHTS
WINDSOR HEIGHTS, IOWA

GOVERNING SPECIFICATIONS

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

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.



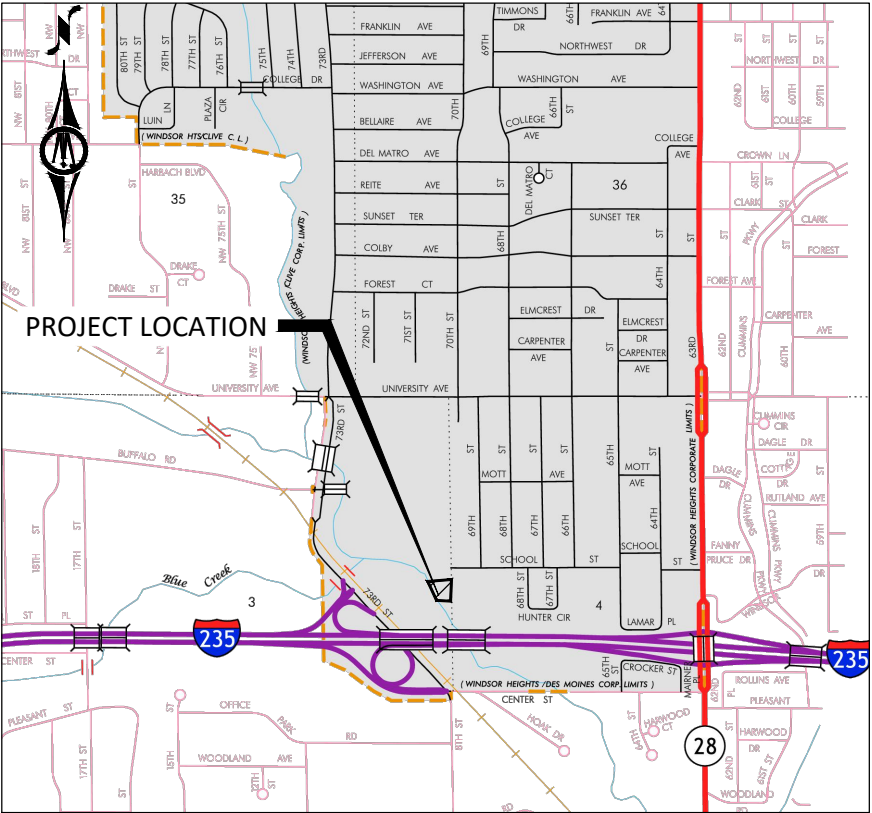
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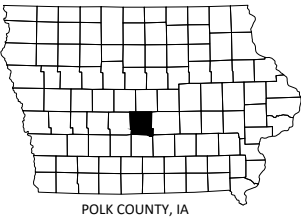
CITY OF WINDSOR HEIGHTS, IA
100% CONSTRUCTION PLANS FOR
WALNUT CREEK
WATER ACCESS

6900 SCHOOL STREET,
WINDSOR HEIGHTS, IA 50324

SEPTEMBER, 2025

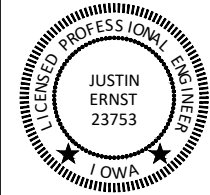


MAP OF THE
CITY OF WINDSOR HEIGHTS
POLK COUNTY, IA



PRELIMINARY
FOR PERMIT APPLICATIONS
ONLY. NOT FOR
CONSTRUCTION, RECORDING
PURPOSES, OR
IMPLEMENTATION.

SHEET INDEX			
SHEET NUMBER	SHEET TITLE	REVISION	ISSUE DATE
A.01	TITLE		A.01
A.02	LEGEND		A.02
B.01	DETAILS		B.01
B.02	DETAILS		B.02
B.03	DETAILS		B.03
C.01	GENERAL NOTES		C.01
C.02	GENERAL NOTES		C.02
C.03	QUANTITIES		C.03
C.04	ESTIMATE REFERENCE NOTES		C.04
D.01	LAYOUT & GRADING PLAN		D.01
F.01	EXISTING CONDITIONS & REMOVALS PLAN		F.01
G.01	CONTROL DATA		G.01
J.01	STAGING PLAN		J.01
J.02	TRAFFIC CONTROL		J.02
K.01	LANDSCAPE PLAN		K.01
K.02	LANDSCAPE		K.02
M.01	STORM SEWER PLAN		M.01
R.01	EROSION CONTROL PLAN		R.01
S.01	LAYOUT & GRADING PLAN ENLARGEMENT		S.01



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 ERNST, P.E.

LICENSE NUMBER: 23753 DATE: 9/11/2025

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

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G.01, M.01



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NATHAN M. WEITL, PLA

LICENSE NUMBER: 00677 DATE: 9/11/2025

MY LICENSE RENEWAL DATE IS JUNE 30, 2027

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CITY OF WINDSOR HEIGHTS, IOWA
WALNUT CREEK WATER ACCESS

TITLE SHEET

SHEET

A.01

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WINDSOR HEIGHTS, IA 50309-1327 (00) CAD (3-D) 13271A01.dwg 9/11/2025 11:50:34 AM

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	ELECTRIC CAR CHARGE STATION		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

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
	RECLAIMED WATER

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:

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	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: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-22.

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
DES MOINES, IA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
NRJ			
DRAWN			
NRJ			
CHECKED			
NW			
CLIENT PROJ. NO.			

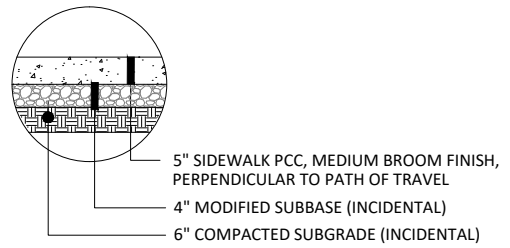
CITY OF WINDSOR HEIGHTS, IOWA

WALNUT CREEK WATER ACCESS

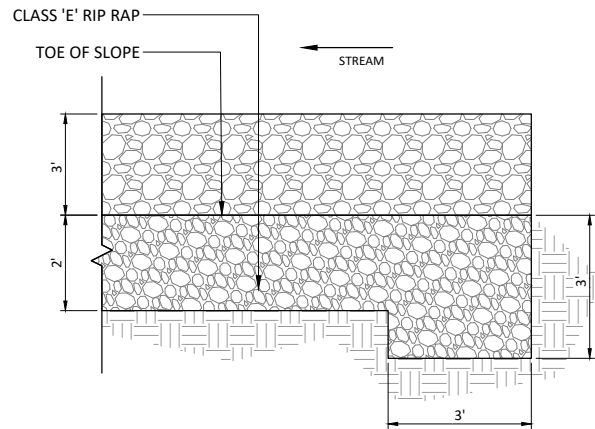
LEGEND SHEET

SHEET

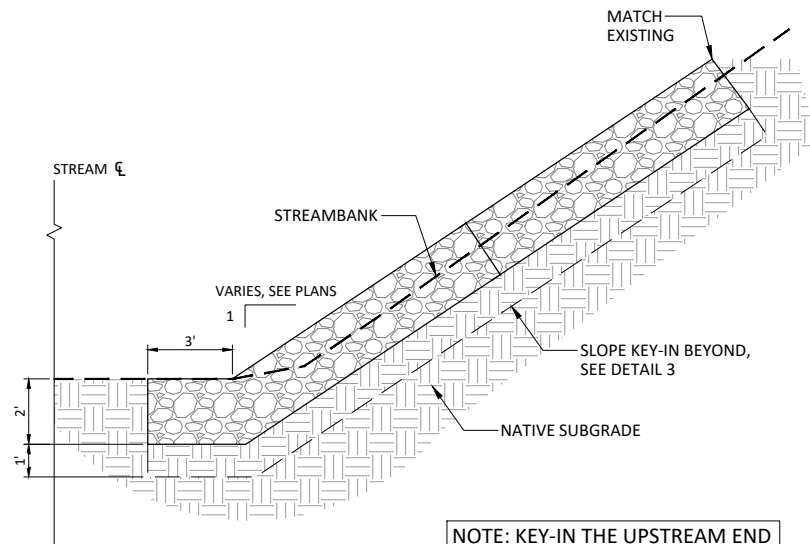
A.02



1 SIDEWALK, PCC, 5"
SCALE: N.T.S.

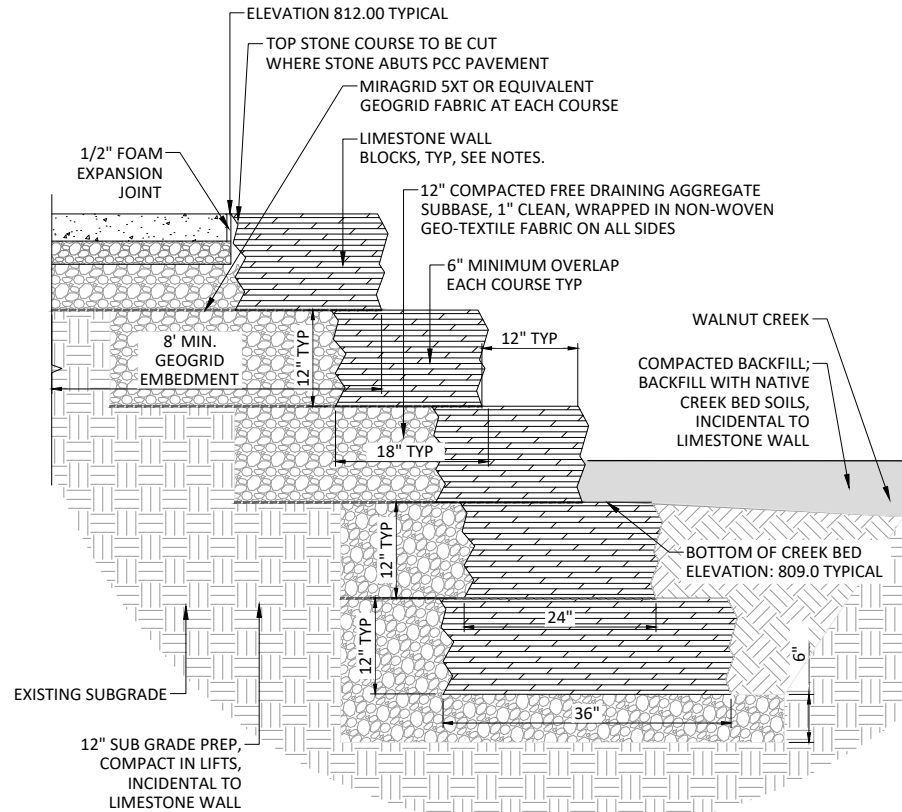


3 RIP RAP SLOPE KEY-IN PROFILE (PLAN VIEW)
SCALE: N.T.S.

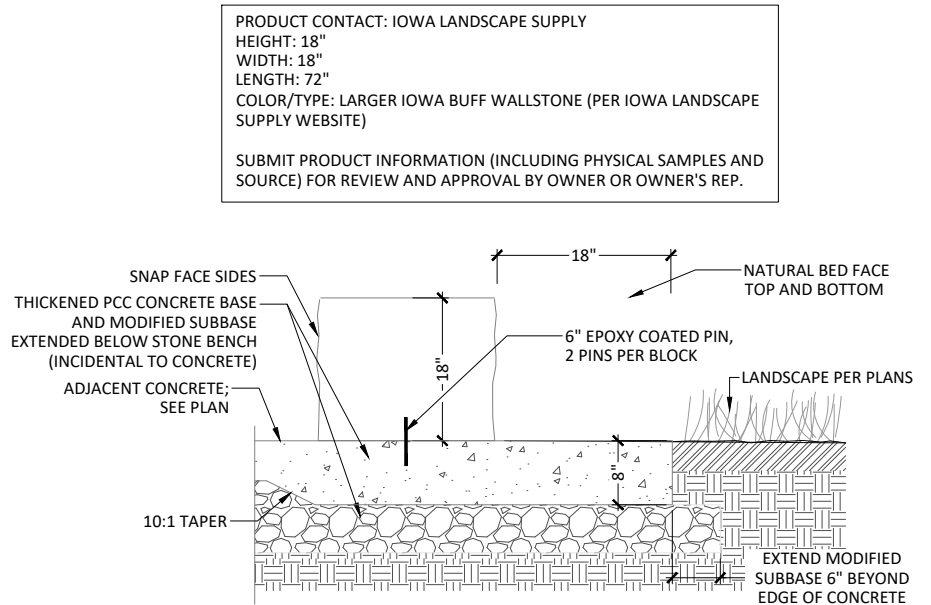


4 RIP RAP SLOPE
SCALE: N.T.S.

NOTE: KEY-IN THE UPSTREAM END OF RIP RAP SLOPE, PER DETAIL 3.



2 LIMESTONE RETAINING WALL AND RIP RAP REVETMENT
SCALE: N.T.S.



5 STONE BLOCK BENCH
SCALE: N.T.S.

PRODUCT CONTACT: IOWA LANDSCAPE SUPPLY
HEIGHT: 18"
WIDTH: 18"
LENGTH: 72"
COLOR/TYPE: LARGER IOWA BUFF WALLSTONE (PER IOWA LANDSCAPE SUPPLY WEBSITE)

SUBMIT PRODUCT INFORMATION (INCLUDING PHYSICAL SAMPLES AND SOURCE) FOR REVIEW AND APPROVAL BY OWNER OR OWNER'S REP.

LIMESTONE RETAINING WALL BLOCK MATERIAL NOTES:

PRODUCT: WEBER STONE BERM BLOCK OR APPROVED EQUAL.

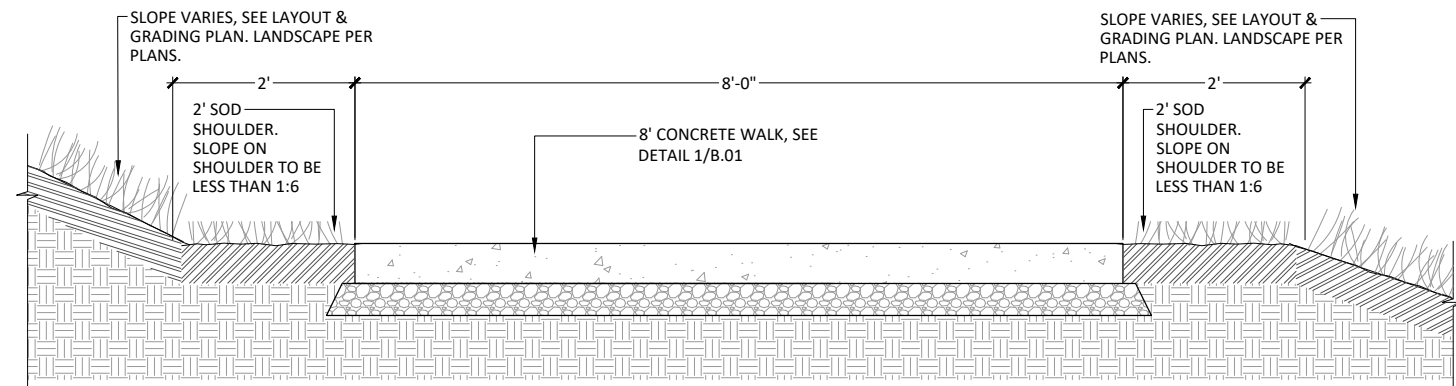
SIZE:
LENGTH: (VARIES, 3')
WIDTH: PER DETAIL
HEIGHT: PER DETAIL

FINISH / CUT:
TOP & BOTTOM : BEDFACE, LEVEL
FRONT & BACK: SPLITFACE
ENDS: SAWN

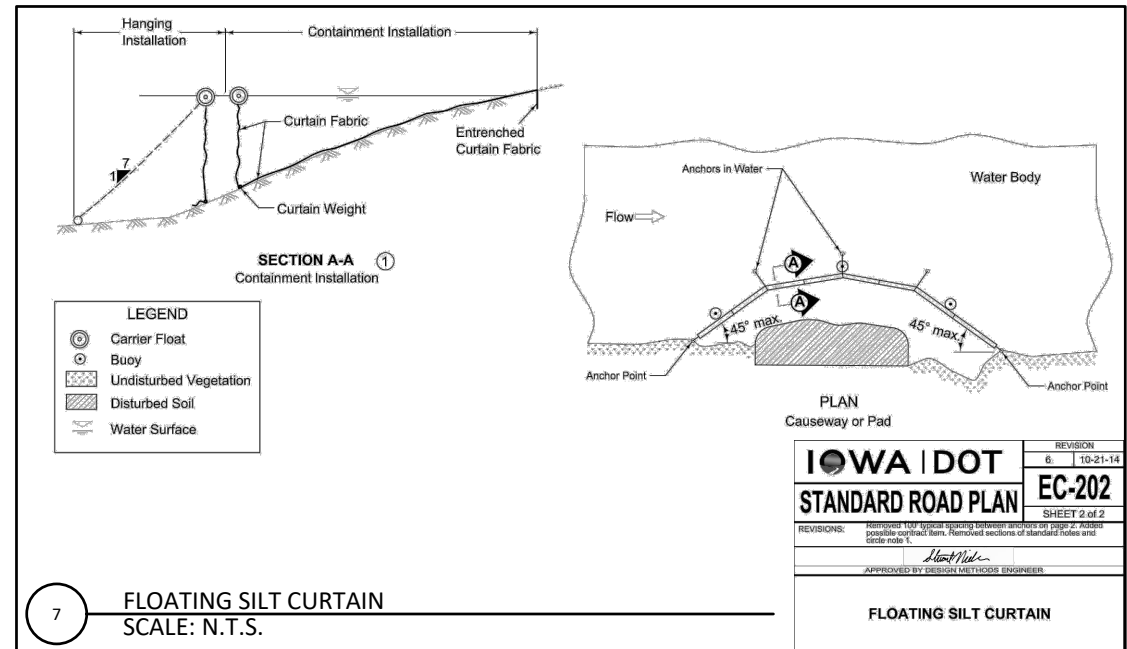
STONE TYPE: DOLOMITIC LIMESTONE

COLOR: BUFF / TAN - CONTRACTOR TO SUBMIT A SAMPLE TO ENGINEER FOR PRIOR APPROVAL

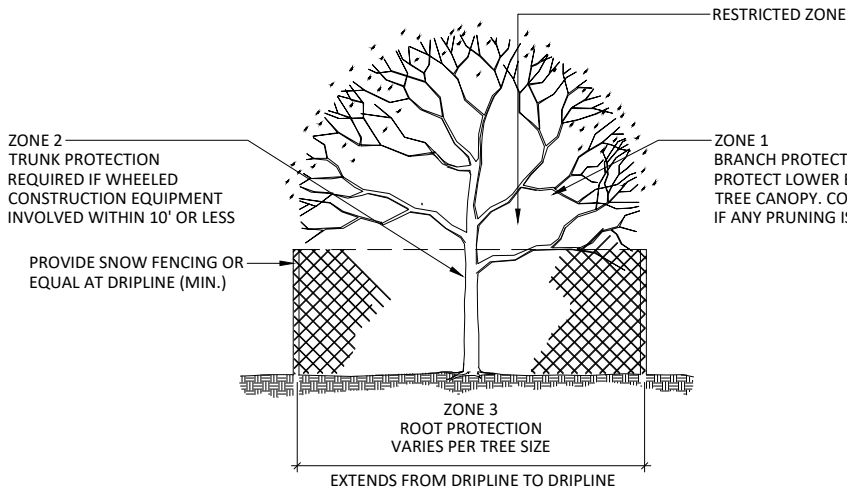
- LIMESTONE RETAINING WALL NOTES:
1. PRIOR TO STONE BEING PURCHASED OR DELIVERED TO SITE, CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, PHOTOS, AND DIMENSIONS OF ALL STONE TO THE ENGINEER.
 2. COURSES SHALL BE SORTED ACCORDING TO HEIGHT AND STACKED ACCORDINGLY
 3. 6" MIN OVERLAP ON THE LEADING EDGE OF STACKED COURSES
 4. VERTICAL SEEM OFFSETS SHALL BE A MINIMUM 18", EACH DIRECTION
 5. ALL STONE SHALL BE ROTATED & PLACED ACCORDING TO PLANS & SPECIFICATIONS THEN FIELD APPROVED BY ENGINEER
 6. HAND FIT BLOCKS TIGHT TOGETHER, REMAINING GAPS BETWEEN BLOCKS DUE TO IRREGULAR EDGES SHALL BE 4" MAXIMUM WIDTH. BACKFILL WITH COMPACTED MODIFIED SUBBASE MATERIAL.



6 SIDEWALK SECTION CUT
SCALE: N.T.S.



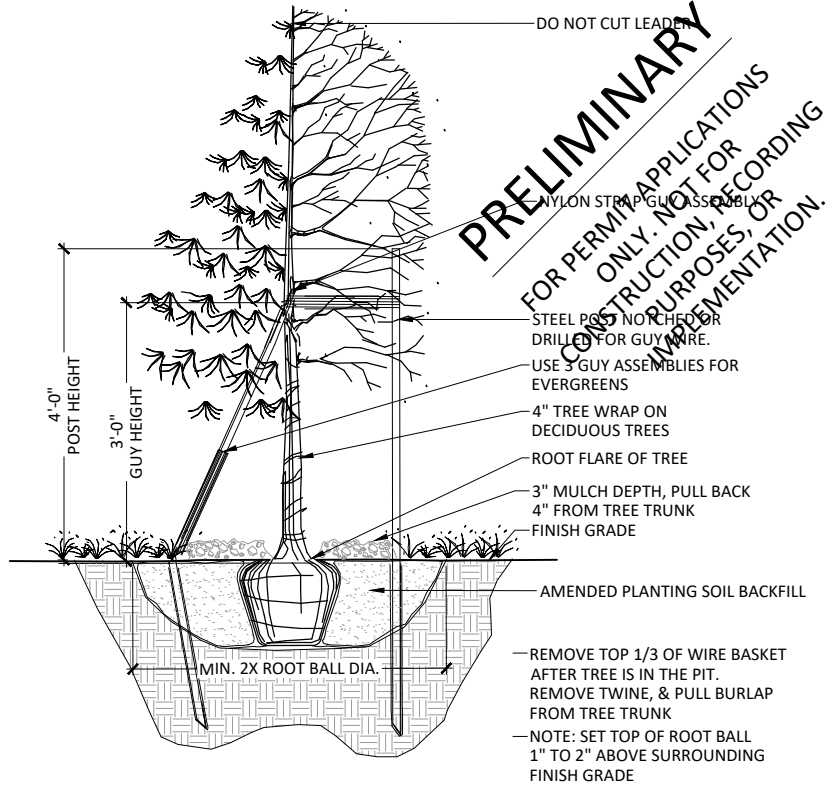
7 FLOATING SILT CURTAIN
SCALE: N.T.S.



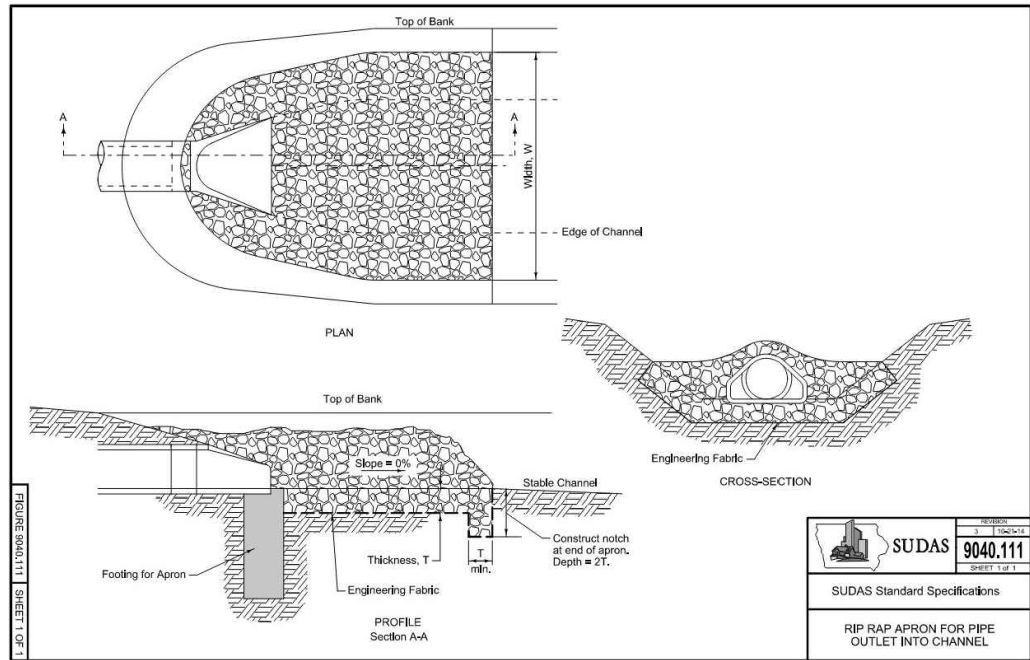
1 EXISTING TREE PROTECTION
SCALE: N.T.S.

TREE PROTECTION NOTES

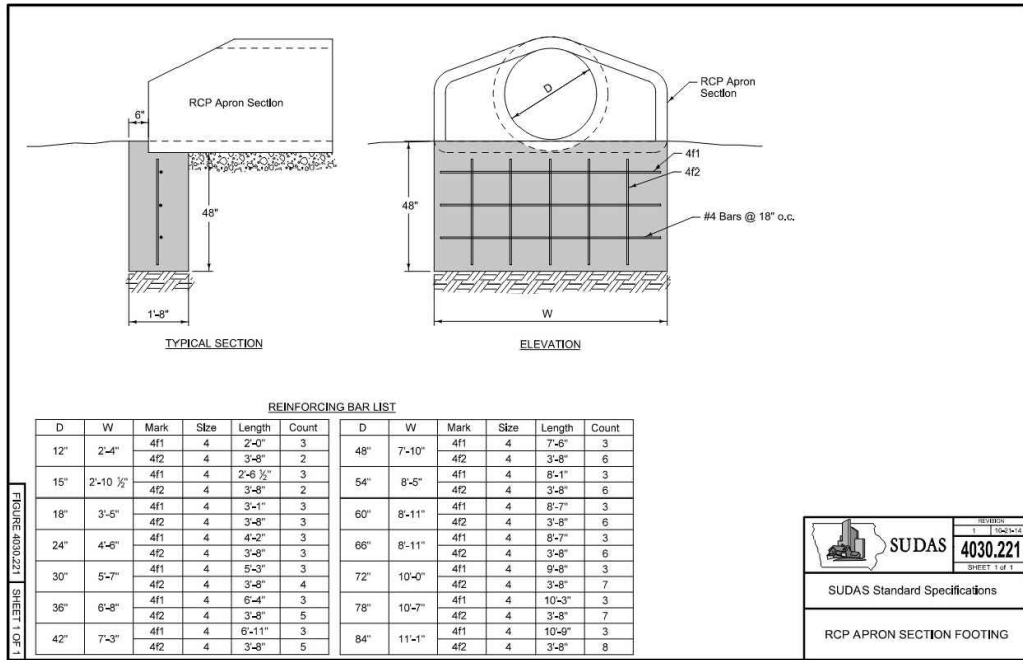
1. ALL TREES TO BE PROTECTED AND PRESERVED SHALL BE PER DETAIL. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
2. TREES TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE.
3. TO PREVENT TREE ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN A TREE DRIP LINE OR WITHIN 15 FEET OF A TREE TRUNK, WHICHEVER IS GREATER.
4. TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
5. TRENCHES SHALL BE HAND DUG WITHIN THE DRIP LINE IN AREAS WHERE ROOTS TWO INCHES IN DIAMETER AND GREATER ARE PRESENT, OR WHEN IN CLOSE PROXIMITY TO LOW BRANCHING TREES. WHENEVER POSSIBLE, ROOTS TWO INCHES OR GREATER IN DIAMETER SHALL BE TUNNELED OR BORED UNDER AND SHALL BE COVERED TO PREVENT DEHYDRATION.
6. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, TREE ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.
7. WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
8. AUGER TUNNELING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE OF TREE.
9. FENCING MATERIAL SHALL ENCIRCLE ANY TREE WHOSE OUTER DRIP LINE EDGE IS WITHIN 20 FEET OF ANY CONSTRUCTION ACTIVITIES.
10. FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
11. FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
12. ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.



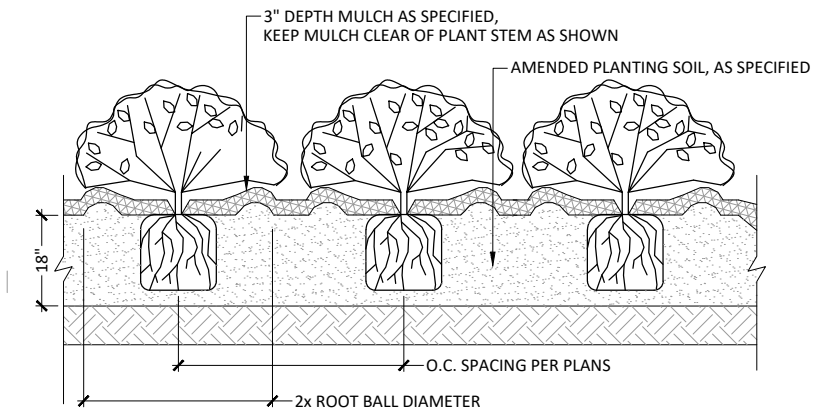
2 TREE PLANTING
SCALE: N.T.S.



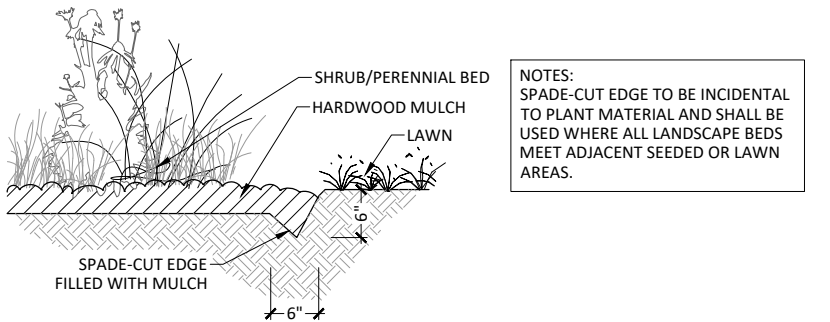
3 RIP RAP APRON FOR PIPE OUTLET INTO CHANNEL
SCALE: N.T.S.



4 RCP APRON SECTION FOOTING
SCALE: N.T.S.

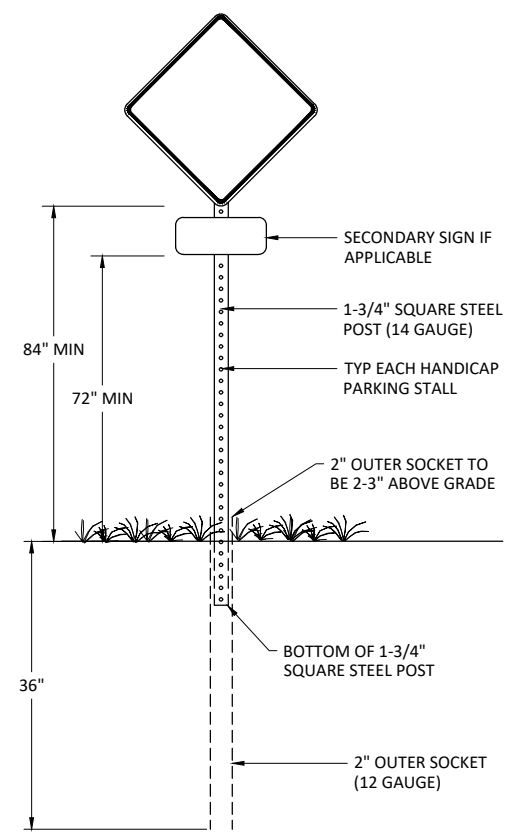


5 PERENNIAL / SHRUB PLANTING
SCALE: N.T.S.



6 SECTION: SPADE-CUT EDGE
SCALE: N.T.S.

PRELIMINARY
FOR PERMIT APPLICATIONS
ONLY. NOT FOR
CONSTRUCTION, RECORDING
PURPOSES, OR
IMPLEMENTATION.



1 STREET SIGN INSTALLATION DETAIL
SCALE: N.T.S.

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DES MOINES, IA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
NRJ			
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CLIENT PROJ. NO.			

CITY OF WINDSOR HEIGHTS, IOWA
WALNUT CREEK WATER ACCESS
TYPICAL DETAILS

SHEET
B.03

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.

WATER MAIN RELATED IMPROVEMENTS AND ITEMS TO FOLLOW PLANS AND DES MOINES WATER WORKS SPECIAL PROVISIONS.
3.

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.
4.

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.
5.

THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SUDAS SECTION 1070.
6.

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.
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 AND IN ACCORDANCE WITH SUDAS SECTION 1070.
8.

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.
9.

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.
10.

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.
11.

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.
12.

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.
13.

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.
14.

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.
15.

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.
16.

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.
17.

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)
CHAD ERNST (515-252-5413)
CHAD ERNST (515-252-5413)
1-800-799-4443
1-800-595-5325
TIM HAWKINS (515-991-3765)
ASHLIE CLEMENTS (906-284-2821)
CLARK LUNDY (515-321-3336)

CSCHUMACHER@DMWW.COM
CHAD.ERNST@MIDAMERICAN.COM
CHAD.ERNST@MIDAMERICAN.COM

THAWKINS1@MEDIACOMMCC.COM
ASHLIE.CLEMENTS@LUMEN.COM

PROJECT SCHEDULE

1.

EARLY START: XX/XX/XXXX
2.

LATE START: XX/XX/XXXX
WORKING DAYS: XXX DAYS
3.

SUBSTANTIAL COMPLETION: XX/XX/XXXX
LIQUIDATED DAMAGES: \$XXXX / CALENDAR/WORKING DAY
4.

FINAL COMPLETION: XX/XX/XXXX
LIQUIDATED DAMAGES: \$XXXX / 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.
3.

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.
4.

CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
5.

CONTRACTOR OPERATIONS CREATING OBJECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM AND SHALL END PRIOR TO 7:00 PM.
6.

ALL DISTURBED AREAS SHALL BE SEEDED AND/OR MULCHED (DEPENDING ON DATE) UPON COMPLETION OF GRADING.
7.

THE CONTRACTOR SHALL LIMIT THEIR ACCESS TO THE PROJECT SITE TO THE STABILIZED ENTRANCE LOCATIONS SHOWN IN THE SWPPP.
8.

ANY TREES AND CROPS SHALL BE REMOVED ONLY BY APPROVAL OF THE ENGINEER.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1.

NPDES PERMIT IS NOT REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR PREVENTING EROSION AND UNACCEPTABLE CONSTRUCTION RUNOFF FROM ENTERING STORM SEWERS. CONTRACTOR SHALL PROVIDE MEASURES AS DIRECTED BY ENGINEER. PREVENTATIVE MEASURES ARE INCIDENTAL TO CONSTRUCTION.
2.

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.
3.

ALL DISTURBED AREAS SHALL BE SEEDED AND/OR MULCHED (DEPENDING ON DATE) UPON COMPLETION OF GRADING.
4.

THE CONTRACTOR SHALL LIMIT THEIR ACCESS TO THE PROJECT SITE TO THE STABILIZED ENTRANCE LOCATIONS SHOWN IN THE SWPPP.
5.

CONTACTOR SHALL FOLLOW ALL REQUIREMENTS OF IDNR NPDES GENERAL PERMITS #2.
6.

CONTRACTOR SHALL MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY
7.

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.
8.

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;
9.

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)
10.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.
11.

CONCRETE WASHOUTS SHALL BE PROVIDED ON SITE.
12.

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.
13.

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.
14.

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.
15.

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.
16.

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 WEST DES MOINES PUBLIC SERVICES TRAFFIC DIVISION (JIM DICKINSON, 515-222-3482). COORDINATE WITH WEST DES MOINES PUBLIC SERVICE TRAFFIC DIVISION PRIOR TO PLACEMENT OF TRAFFIC CONTROL DEVICES AND SIGNS FOR EACH STAGE OF THE PROJECT.
4.

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

THE CONTRACTOR SHALL CONTACT THE WEST DES MOINES PUBLIC SERVICES TRAFFIC DIVISION (JIM DICKINSON, 515-222-3482) TO REMOVE ALL PERMANENT STREET SIGNS CONFLICTING WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL REMOVE ALL OTHER SIGNS AS DETERMINED BY THE ENGINEER AND THEY SHALL REMAIN THE PROPERTY OF THE RESPECTIVE OWNERS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK.
11.

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.
12.

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.
13.

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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PAVING NOTES:

- PAVING SHALL BE COMPLETED IN ACCORDANCE WITH DIVISION 7 OF THE SPECIFICATIONS.
- THE CONTRACTOR SHALL SUBMIT INFORMATION TO THE ENGINEER FOR APPROVAL IN ACCORDANCE WITH SECTIONS 1050, 1.05 AND 7010, 1.03 OF THE STANDARD SPECIFICATIONS:
 - PCC PAVING MIX DESIGN
 - MATURITY CURVES FOR PAVING MIXES AND MATURITY READING RESULTS
- PAVEMENT DESIGN SHALL INCLUDE A MINIMUM STRENGTH OF 4,000 PSI.
- QUALITY CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 7010, 3.08 'QUALITY CONTROL' OF THE STANDARD SPECIFICATIONS.
- IN ACCORDANCE WITH SECTION 7010, 3.02, K OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL CLEAN AND SEAL ALL JOINTS BEFORE ANY PORTION OF THE NEWLY CONSTRUCTED PAVEMENT IS OPENED TO THE CONTRACTOR'S EQUIPMENT.
- THE CONTRACTOR SHALL OPEN NEWLY CONSTRUCTED PAVEMENT TO TRAFFIC IN ACCORDANCE WITH SECTION 7010, 3.06 OF THE STANDARD SPECIFICATIONS. ALL NEWLY CONSTRUCTED PAVEMENT SHALL BE SCRAPED AND SWEEP CLEAN PRIOR TO OPENING TO TRAFFIC.
- THE CONTRACTOR SHALL PROTECT PAVEMENT IN ACCORDANCE WITH SECTION 7010, 3.05 OF THE STANDARD SPECIFICATIONS AND SHALL NOT USE NEWLY CONSTRUCTED PAVEMENT AS AN AREA OF STOCKPILING MATERIALS.
- DROP CURBS SHALL BE CONSTRUCTED AT INTERSECTIONS FOR PEDESTRIAN RAMPS AND SHALL BE CONSIDERED INCIDENTAL TO PAVING.
- PEDESTRIAN RAMPS SHALL INCLUDE "DETECTABLE WARNING" PLATE.
- ALL UTILITY FIXTURES (WATER VALVE BOXES, MANHOLES, AND STORM SEWER INTAKES) SHALL BE SET TO THEIR CORRESPONDING PAVEMENT ELEVATIONS.

GRADING NOTES

- ALL GRADING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH DIVISION 2 OF THE SPECIFICATIONS.
- THE PROPOSED CONTOURS ARE SHOWN ARE TO FINISH GROUND/TOP OF PAVEMENT.
- THE CONTRACTOR SHALL SHAPE GRADE AREAS TO MAINTAIN SURFACE DRAINAGE AT ALL TIMES.
- THE CONTRACTOR SHALL BACKFILL CURBS AS SOON AS POSSIBLE UPON COMPLETION OF CURB INSTALLATION.
- DEWATERING (IF NECESSARY) IS CONTRACTOR'S RESPONSIBILITY AND SHALL BE CONSIDERED INCIDENTAL.
- CONTRACTOR SHALL MINIMIZE COMPACTION OF TOPSOIL TO THE EXTENT PRACTICABLE.

SANITARY SEWER NOTES

- SANITARY SEWER INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH DIVISIONS 3, 4, AND 6 OF THE SPECIFICATIONS
- PRIOR TO INSTALLING PIPE, THE CONTRACTOR SHALL PLUG THE DOWNSTREAM CONNECTION POINTS AND LEAVE PLUGGED UNTIL NEW SEWER PIPE AND MANHOLE CASTINGS ARE IN PLACE. ALL WATER SHALL BE PUMPED OUT AND THE SEWER SHALL BE CLEAN BEFORE REMOVING PLUG.
- SANITARY SEWER BEDDING SHALL BE CLASS F-3 BEDDING UNLESS OTHERWISE SPECIFIED.
- SANITARY SEWER SERVICE STUBS SHALL BE STUBBED TO 10 FEET BEYOND THE ROW OF WAY.
- MANHOLE CASTINGS IN SHALL BE [2 PIECE FIXED CASTINGS/ 3 PIECE FLOATING CASTING]. ALL MANHOLE CASTINGS SHALL BE BOLTED TO THE STRUCTURE AT ALL ATTACHMENT HOLE LOCATIONS IN THE CASTING. ALL CASTINGS SHALL COMPLY WITH FIGURES SW-601. CONCRETE BOX OUTS FOR MANHOLES IN PCC PAVING SHALL COMPLY WITH FIGURE PV-103. CONCRETE BOX OUTS FOR MANHOLES IN HMA PAVING SHALL COMPLY WITH FIGURE PV-201. ALL MANHOLES IN PAVING SHALL BE GASKETED.
- UPON COMPLETION OF THE SANITARY SEWER MAIN INSTALLATION, THE CONTRACTOR SHALL FURNISH THE CITY A VIDEOTAPE OR DVD OF THE TELEVISED PIPE INSPECTION, TO BE USED AS A BASIS OF ACCEPTANCE OF THE WORK. TELEVISED PIPE INSPECTION SHALL BE COMPLETED WITHIN 30 DAYS OF THE PIPE INSTALLATION AND PRIOR TO THE PLACEMENT OF ANY PAVING.

STORM SEWER NOTES

- STORM SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH DIVISIONS 3, 4, AND 6 OF THE SPECIFICATIONS.
- STORM SEWER SHALL BE BEDDING SHALL BE CLASS R-2
- MANHOLE CASTINGS IN PAVEMENT SHALL BE [2 PIECE FIXED CASTINGS/ 3 PIECE FLOATING CASTING]. ALL MANHOLE CASTINGS SHALL BE BOLTED TO THE STRUCTURE AT ALL ATTACHMENT HOLE LOCATIONS IN THE CASTING. ALL CASTINGS SHALL COMPLY WITH FIGURES SW-602. CONCRETE BOX OUTS FOR MANHOLES IN PCC PAVING SHALL COMPLY WITH FIGURE PV-103. CONCRETE BOX OUTS FOR MANHOLES IN HMA PAVING SHALL COMPLY WITH FIGURE PV-201. ALL MANHOLES IN PAVING SHALL BE GASKETED.
- STANDARD 48-INCH MANHOLES SHALL BE TYPE SW-301 (SANITARY SEWER), 60 INCH OR LARGER SHALL BE TYPE SW-401 (STORM SEWER).
- INTAKE CASTINGS SHALL BE SW-603 TYPE R OR Q.
- OVERALL PIPE LENGTHS FOR PIPES DO NOT INCLUDE FLARED END SECTIONS. STORM SEWER OUTLET LENGTHS SHOWN DO NOT INCLUDE FLARED END SECTIONS.
- FOOTINGS SHALL BE INSTALLED UNDER ALL FLARED END SECTIONS IN ACCORDANCE WITH SECTION 4030 OF THE SPECIFICATIONS AND WILL BE CONSIDERED INCIDENTAL TO FLARED END SECTIONS.
- THE LAST THREE PIPE CONNECTIONS AT FLARED END SECTIONS SHALL BE MADE WITH TYPE 3 PIPE CONNECTORS (I.D.O.T. STANDARD ROAD PLAN RF-14).
- UPON COMPLETION OF THE STORM SEWER INSTALLATION, THE CONTRACTOR SHALL FURNISH THE CITY A VIDEOTAPE OR DVD OF THE TELEVISED PIPE INSPECTION, TO BE USED AS A BASIS OF ACCEPTANCE OF THE WORK. TELEVISED PIPE INSPECTION SHALL BE COMPLETED WITHIN 30 DAYS OF PIPE INSTALLATION AND PRIOR TO THE PLACEMENT OF ANY PAVING.
- APRON GUARDS WILL BE INCIDENTAL TO FLARED END SECTIONS AND SHALL BE INSTALLED ON ALL FLARED END SECTIONS.
- RCP PLUGS SHALL BE CONSIDERED INCIDENTAL TO STORM SEWER CONSTRUCTION.
- THE CONTRACTOR SHALL REPAIR ANY FIELD TILE ENCOUNTERED DURING CONSTRUCTION OF THIS PROJECT (WHETHER SHOWN ON THE PLAN OR NOT) BY SPLICING OR CONNECTING THE TILE TO THE NEW STORM SEWER SYSTEM.

WATER MAIN NOTES

- WATER MAIN INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH DIVISIONS 3 AND 5 OF THE SPECIFICATIONS.
- WATER VALVE BOXES SHALL BE CAST IRON IN ACCORDANCE WITH SECTION 5020 OF THE SPECIFICATIONS, OR "TRENCH ADAPTOR" WITH CAST IRON TOP SECTION. AN EXTENSION SHAFT SHALL BE FURNISHED THAT POSITIONS THE VALVE OPERATING NUT WITHIN 2 FEET OF PROPOSED GRADE.
- METAL WATER MAIN FITTINGS AND METAL ACCESSORIES SHALL BE WRAPPED WITH 8-MIL POLYETHYLENE SHEETING AND SECURED WITH TAPE.
- WATER MAIN SHALL BE INSTALLED WITH 5.5 FEET COVER (MINIMUM).
- WATER MAIN BEDDING SHALL BE CLASS P-1
- CURB STOP BOXES ON WATER SERVICES SHALL BE LOCATED MID-LOT AT THE RIGHT-OF-WAY LINE.
- A NO. 10 THHN COPPER TRACER WIRE SHALL BE ATTACHED TO ALL WATER MAINS. THE TRACER WIRE SHALL BE BROUGHT TO A TRACER WIRE STATION AT ALL FIRE HYDRANTS. TRACER WIRE TO BE INSTALLED ON TOP OF WATER MAIN PIPE.
- WATER MAINS SHALL BE CHLORINATED BY THE CONTRACTOR IN ACCORDANCE WITH CITY OF AMES REQUIREMENTS.
- WATER MAIN VALVES SHALL BE OPERATED BY CITY OF AMES PERSONNEL ONLY.
- CRITICAL CROSSINGS SHALL CONFORM TO CITY OF AMES SUPPLEMENTAL SPECIFICATIONS.

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ESTIMATED PROJECT QUANTITIES - BASE BID					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
1	0000-999-BE	LIMESTONE STONE BLOCK BENCH	EA	4	
2	0000-999-BI	LIMESTONE RETAINING WALL	TON	50	
3	0000-999-A	DEWATERING	LS	1	
4	2010-C	CLEARING AND GRUBBING	LS	1	
5	2010-D-1	TOPSOIL, ON-SITE	CY	338	
6	2010-E	EXCAVATION, CLASS 10	CY	585	
7	7030-A-2	REMOVAL OF SHARED USE PATH	SY	25	
8	7030-C	SHARED USE PATH, PCC, 6 INCH	SY	25	
9	7030-E	SIDEWALK, PCC, 5 INCH	SY	260	
10	8040-A	TRAFFIC SIGNS	EA	2	
11	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, WETLAND MIX	AC	0.06	
12	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE MESIC PRAIRIE	AC	0.25	
13	9020-A	SOD	SY	355	
14	9030-B	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, #5 CONTAINER	EA	193	
15	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE, 2" CAL.	EA	22	
16	9040-D-1	FLOATING SILT CURTAIN	LF	235	
17	9040-D-1	FILTER SOCK, 6 INCH	LF	926	
18	9040-E	TEMPORARY RECP, 2.D	SY	460	
19	9040-J	RIP RAP, CLASS E	TON	85	
20	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	205	
21	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	LS	1	
22	9060-F	TEMPORARY FENCE, ORANGE PLASTIC, 48 INCH	LF	1130	
23	11010-A	CONSTRUCTION SURVEY	LS	1	
24	11020-A	MOBILIZATION	LS	1	
25	11050-A	CONCRETE WASHOUT	LS	1	

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ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	0000-999-BE	LIMESTONE STONE BLOCK BENCH
		A. THIS ITEM INCLUDES LABOR, MATERIALS AND EQUIPMENT TO FURNISH AND INSTALL STONE BLOCK BENCHES. SEE D SHEETS FOR LOCATIONS AND B SHEETS FOR DETAILS. ITEM IS TO BE PAID ON A COUNT BASIS PER EACH STONE BLOCK BENCH INSTALLED. DOWELED CONNECTIONS TO CONCRETE BASE IN PAVED AREAS AND MODIFIED SUBBASE IN LANDSCAPED AREAS SHALL BE INCIDENTAL.
2	0000-999-BI	LIMESTONE RETAINING WALL
		INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT TO FURNISH AND CONSTRUCT LIMESTONE OUTCROPPING RETAINING WALLS COMPLETE WHERE THE WATER ACCESS MEETS THE CREEK. LOCATION IS INDICATED ON THE D SHEETS; SEE SHEET B.01 FOR DETAILS. INCIDENTAL TO THIS ITEM IS ALL OVER-EXCAVATION, AGGREGATE SUBBASE, SUBGRADE PREP, DELIVERY AND PLACEMENT OF STONE BLOCKS, MINOR ON-SITE SHAPING TO ENSURE FIT OF STONES, BACKFILLING, AND GEOGRID/FABRIC AS REQUIRED. MEASUREMENT AND PAYMENT SHALL BE BY THE TON OF LIMESTONE INSTALLED.
3	0000-999-A	DEWATERING
		THE DEWATERING OPERATIONS SHALL BE DONE IN A MANNER SO AS TO PROTECT ADJACENT WATERWAYS AND PROPERTY FROM EROSION, FLOODING, AND OTHER ADVERSE EVENTS. DEWATERING INCLUDING, BUT NOT LIMITED TO, ALL EQUIPMENT SUCH AS GENERATORS, PUMPS, ROCK FOR SUMP PITs, DISCHARGE PIPING, COFFER DAMNS OR SHORING, AND ANY EXTRA EXCAVATION NEEDED TO FACILITATE DEWATERING ACCORDING TO THE STORMWATER REGULATIONS AS APPLICABLE. INCLUDES DESIGN, PERMITTING, INSTALLATION, OPERATION, MAINTENANCE, AND REMOVAL OF A COMPLETE TEMPORARY DEWATERING SYSTEM FOR THE WORKING PROJECT AREA AS NEEDED TO LOWER WATER LEVELS, INTERCEPT WATER SEEPAGE FROM FACES OR BOTTOMS OF EXCAVATIONS, AND ELIMINATE HYDROSTATIC PRESSURES DURING CONSTRUCTION ACTIVITIES. IF REQUIRED, TREATMENT OF THE PUMPED WATER IS INCIDENTAL TO THIS ITEM. SELECTION OF THE METHOD OF DEWATERING IS THE RESPONSIBILITY OF THE CONTRACTOR. DEWATERING PLAN TO BE SUBMITTED TO THE ENGINEER FOR REVIEW.
4	2010-C	CLEARING AND GRUBBING
		THIS ITEM SHALL INCLUDE ALL NECESSARY TRIMMING AND CLEARING AND GRUBBING TO COMPLETE CONSTRUCTION. PROTECTION OF ALL TREES NOT MARKED FOR REMOVAL SHALL BE INCIDENTAL TO THIS ITEM.
5	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 PROJECT AREA UNLESS ALTERNATIVE AGREEMENTS ARE MADE WITH THE OWNER. CONTRACTOR TO PAY FOR RESTORATION COST IF LOCATED OUTSIDE OF THE PROJECT AREA. TOPSOIL AREA = 14,000 SF. 260 CY AT 6 INCH DEPTH WITH A FILL FACTOR OF 1.30 = 338
6	2010-E	EXCAVATION, CLASS 10
		THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL, HAULING, DISPOSAL/EXPORT AND RE-GRADING AS PER PLAN TO FACILITATE ALL PROPOSED SECTIONS. ALL BORROW SHALL BE PROVIDED BY THE CONTRACTOR. EXCESS OR UNSUITABLE EXCAVATED MATERIAL WILL BECOME PROPERTY OF THE CONTRACTOR AND WILL BE HAULED OFF-SITE INCIDENTAL TO THE ITEM. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR OVERHAUL OF WASTE. TOPSOIL SHALL BE PLACED AND SPREAD TO A MINIMUM THICKNESS OF 6" IN ALL DISTURBED TURF AREAS AND PAID FOR AS TOPSOIL, ON-SITE. RAW CUT = 791 CY, RAW FILL = 158 CY, ADJUSTED FILL (1.30 FACTOR) = 206 CY, NET CUT (INCLUDING ADJUSTED FILL) = 585 CY RAW EARTHWORK QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE A COMPARISON OF EXISTING CONDITIONS AND PROPOSED CONDITIONS AND MAY INCLUDE MATERIALS AND OPERATIONS PAID FOR UNDER OTHER BID ITEMS E.G. PAVEMENT REMOVAL, PCC PAVEMENT, SUBBASE, TOPSOIL, ETC. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE.
7	7030-A-2	REMOVAL OF SHARED USE PATH
		THIS ITEM IS INCLUDED TO SET A UNIT PRICE FOR REPLACEMENT OF THE EXISTING TRAIL IN THE EVENT THAT TRAIL DAMAGE OCCURS DURING CONSTRUCTION. 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.

8	7030-C	SHARED USE PATH, PCC, 6 INCH
		THIS ITEM IS INCLUDED TO SET A UNIT PRICE FOR REPLACEMENT OF THE EXISTING TRAIL IN THE EVENT THAT TRAIL DAMAGE OCCURS DURING CONSTRUCTION. CONCRETE WILL BE C MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE AND 6" DEPTH OF MODIFIED SUBBASE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. NO EXTRA PAYMENT FOR COLD WEATHER PAVING.
9	7030-E	SIDEWALK, PCC, 5 INCH
		CONCRETE WILL BE C 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.
10	8040-A	TRAFFIC SIGNS
		A. THIS ITEM INCLUDES LABOR, MATERIALS AND EQUIPMENT TO FURNISH AND INSTALL THE SIGN. B. REFER TO THE D SHEETS FOR LOCATIONS. C. REFER TO THE B SHEETS FOR DETAILS. D. THIS ITEM SHALL INCLUDE ALL ITEMS NECESSARY FOR COMPLETE INSTALLATION OF SIGN; INCLUDING BUT NOT LIMITED TO THE FOLLOWING: EXCAVATION FOR FOOTINGS, REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL, REINFORCED CONCRETE FOOTING, AND INSTALLATION.
11	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, WETLAND MIX
		A. SEED ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLANS. B. THE COST FOR WATERING UNTIL SEED ESTABLISHMENT IS ACCEPTED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, SEED BED PREP AND RESEEDING ARE CONSIDERED INCIDENTAL TO THIS ITEM. C. SEED AND FERTILIZER SHALL BE APPLIED PRIOR TO MULCHING. D. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. E. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. F. THE SEEDING RATE SHALL BE AT LEAST 260 LBS/ACRE. APPLY A 6-24-24, NITROGEN, PHOSPHATE, POTASH, COMMERCIAL FERTILIZER OR EQUIVALENT AT THE RATE OF 300 LBS PER ACRE. APPLY MULCHING PER MANUFACTURER'S RECOMMENDATIONS.
12	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE MESIC PRAIRIE
		A. SEED ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLANS. B. THE COST FOR WATERING UNTIL SEED ESTABLISHMENT IS ACCEPTED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, SEED BED PREP AND RESEEDING ARE CONSIDERED INCIDENTAL TO THIS ITEM. C. SEED AND FERTILIZER SHALL BE APPLIED PRIOR TO MULCHING. D. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. E. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. F. THE SEEDING RATE SHALL BE AT LEAST 260 LBS/ACRE. APPLY A 6-24-24, NITROGEN, PHOSPHATE, POTASH, COMMERCIAL FERTILIZER OR EQUIVALENT AT THE RATE OF 300 LBS PER ACRE. APPLY MULCHING PER MANUFACTURER'S RECOMMENDATIONS.
13	9020-A	SOD
		SOD ALL AREAS DISTURBED BY CONSTRUCTION UNLESS INDICATED OTHERWISE 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. NO ADDITIONAL PAYMENT FOR RESODDED AREAS.
14	9030-B	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, #5 CONTAINER
		THIS ITEM INCLUDES LABOR, MATERIAL, AND EQUIPMENT TO FURNISH AND INSTALL SHRUBS AS INDICATED IN THE PLANS. PLANTINGS SHALL HAVE ONE YEAR WARRANTY FROM DATE OF FINAL ACCEPTANCE FOR ALL PLANTINGS IN THE PROJECT. ACCEPTANCE OF PLANT MATERIALS CONSTRUES FULL PAYMENT (MINUS ANY PROJECT RETAINAGE). INCLUDES EXCAVATION, INSTALLATION, MULCHING, HERBICIDE, WATERING, MAINTENANCE DURING ESTABLISHMENT PERIOD, AND WARRANTY AND REJECTION REPLACEMENTS.

15	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE, 2" CAL.
		THIS ITEM INCLUDES LABOR, MATERIAL, AND EQUIPMENT TO FURNISH AND INSTALL TREES AS INDICATED IN THE PLANS. PLANTINGS SHALL HAVE ONE YEAR WARRANTY FROM DATE OF FINAL ACCEPTANCE FOR ALL PLANTINGS IN THE PROJECT. ACCEPTANCE OF PLANT MATERIALS CONSTRUES FULL PAYMENT (MINUS ANY PROJECT RETAINAGE). INCLUDES EXCAVATION, INSTALLATION, MULCHING, HERBICIDE, WATERING, MAINTENANCE DURING ESTABLISHMENT PERIOD, AND WARRANTY AND REJECTION REPLACEMENTS.
16	9040-D-1	FLOATING SILT CURTAIN
		THIS ITEM INCLUDES LABOR, MATERIAL, AND EQUIPMENT TO FURNISH AND INSTALL THE FLOATATION SILT CURTAIN PER 7E-29 OF CHAPTER 7, EROSION AND SEDIMENT CONTROL, OF THE SUDAS DESIGN MANUAL. CONTRACTOR IS RESPONSIBLE FOR SELECTING THE APPROPRIATE FLOATATION SILT CURTAIN TYPE (I, II, OR III) BASED ON THE FLOW RATE OF THE CREEK. INCLUDES MAINTENANCE AND REMOVAL.
17	9040-D-1	FILTER SOCK, 6 INCH
		INCLUDES MAINTENANCE AND REMOVAL.
18	9040-E	TEMPORARY RECP, 2.D
		MAINTENANCE AND REMOVAL OF RECP SHALL BE INCIDENTAL TO THIS ITEM. OVERLAPPING ENDS, OVERLAPPING EDGES, ANCHOR STAKES, AND ROCK REMOVAL SHALL BE INCIDENTAL TO THIS ITEM.
19	9040-J	RIP RAP, CLASS E
20	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK
		INCLUDES MAINTENANCE AND REMOVAL.
21	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE
22	9060-F	TEMPORARY FENCE, ORANGE PLASTIC, 48 INCH
		INCLUDES LABOR, MATERIALS, AND EQUIPMENT TO FURNISH AND INSTALL TEMPORARY ORANGE SAFETY FENCE AROUND THE PERIMETER OF THE CONSTRUCTION AREA. MAINTENANCE AND RELOCATION OF THE FENCE , IF NEEDED, THROUGHOUT THE CONSTRUCTION PERIOD IS INCIDENTAL TO THIS ITEM.
23	11010-A	CONSTRUCTION SURVEY
24	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. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF THE EXISTING TRAIL ACROSS WHICH THE CONSTRUCTION SITE IS ACCESS. PAYMENT WILL NOT BE MADE FOR ANY REPAIRS TO THE TRAIL THAT ARE NECESSARY AS A RESULT OF CONSTRUCTION OPERATIONS. DAILY MAINTANANCE AND CLEANING OF THE EXISTING TRAIL, AND MORE OFTEN AS DIRECTED BY THE ENGINEER, IS INCIDENTAL TO THIS ITEM TO MAINTAIN A CLEAN AND SAFE ENVIRONMENT FOR TRAIL USERS.
25	11050-A	CONCRETE WASHOUT
		CONTRACTOR TO PROVIDE AND MAINTAIN A TEMPORARY CONCRETE WASHOUT CONTAINMENT AREA LOCATED WITHIN THE PROJECT AREA.

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CITY OF WINDSOR HEIGHTS, IOWA
WALNUT CREEK WATER ACCESS
ESTIMATE REFERENCE NOTES

SHEET

C.04

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CITY OF WINDSOR HEIGHTS, IOWA
WALNUT CREEK WATER ACCESS
LAYOUT & GRADING PLAN

SHEET
D.01

LAYOUT NOTES:

- UNDERGROUND UTILITIES: FIELD LOCATE UNDERGROUND UTILITIES PRIOR TO EXCAVATION FOR INSTALLATION OF SITE IMPROVEMENTS. IF A CONFLICT EXISTS BETWEEN PROPOSED SITE IMPROVEMENTS AND EXISTING OR PROPOSED UTILITIES, IMMEDIATELY ADVISE THE LANDSCAPE ARCHITECT.
- HORIZONTAL CONTROL: HORIZONTAL CONTROL FOR THE LAYOUT OF SITE IMPROVEMENTS WILL BE PROVIDED BY THE ENGINEER.
- ALL SIDEWALKS AND CONCRETE SURFACES TO HAVE A MEDIUM-BROOM FINISH PERPENDICULAR TO DIRECTION OF TRAVEL UNLESS OTHERWISE NOTED, TYPICAL.
- SAWCUTS TO BE MADE AS SHOWN ON PLANS UNLESS DIRECTED OTHERWISE BY LANDSCAPE ARCHITECT.
- CONTRACTOR IS TO PRESERVE AND PROTECT EXISTING VEGETATION TO REMAIN AT ALL STAGES OF CONSTRUCTION. DAMAGED PLANT MATERIAL WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
- CONTRACTOR IS TO VERIFY THAT ALL SLOPES, CROSS SLOPES, LONGITUDINAL SLOPES, DROP CURB SLOPES, ETC. DO NOT EXCEED PROWAG MAXIMUMS. CONTRACTOR IS TO NOTIFY OWNER'S REPRESENTATIVE IF SLOPES EXCEED GUIDELINE RECOMMENDATIONS.
- HATCH PATTERNS ON PLAN DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION OR SCALING PURPOSES. REFER TO CONSTRUCTION DETAILS FOR PAVER PATTERNS AND FINISHES.

LEGEND

- SIDEWALK, PCC 5"
--- GRADING EXTENTS

SEE B SHEETS FOR ALL
CONSTRUCTION DETAILS

ALL ELEVATIONS ARE FORM GRADE
UNLESS OTHERWISE SPECIFIED



PEDESTRIAN CROSSING
NEXT 500 FEET MUTCD
W11-2 & W16-4P.
REFERENCE SHEET B.03.

PEDESTRIAN CROSSING
NEXT 500 FEET MUTCD
W11-2 & W16-4P.
REFERENCE SHEET B.03.

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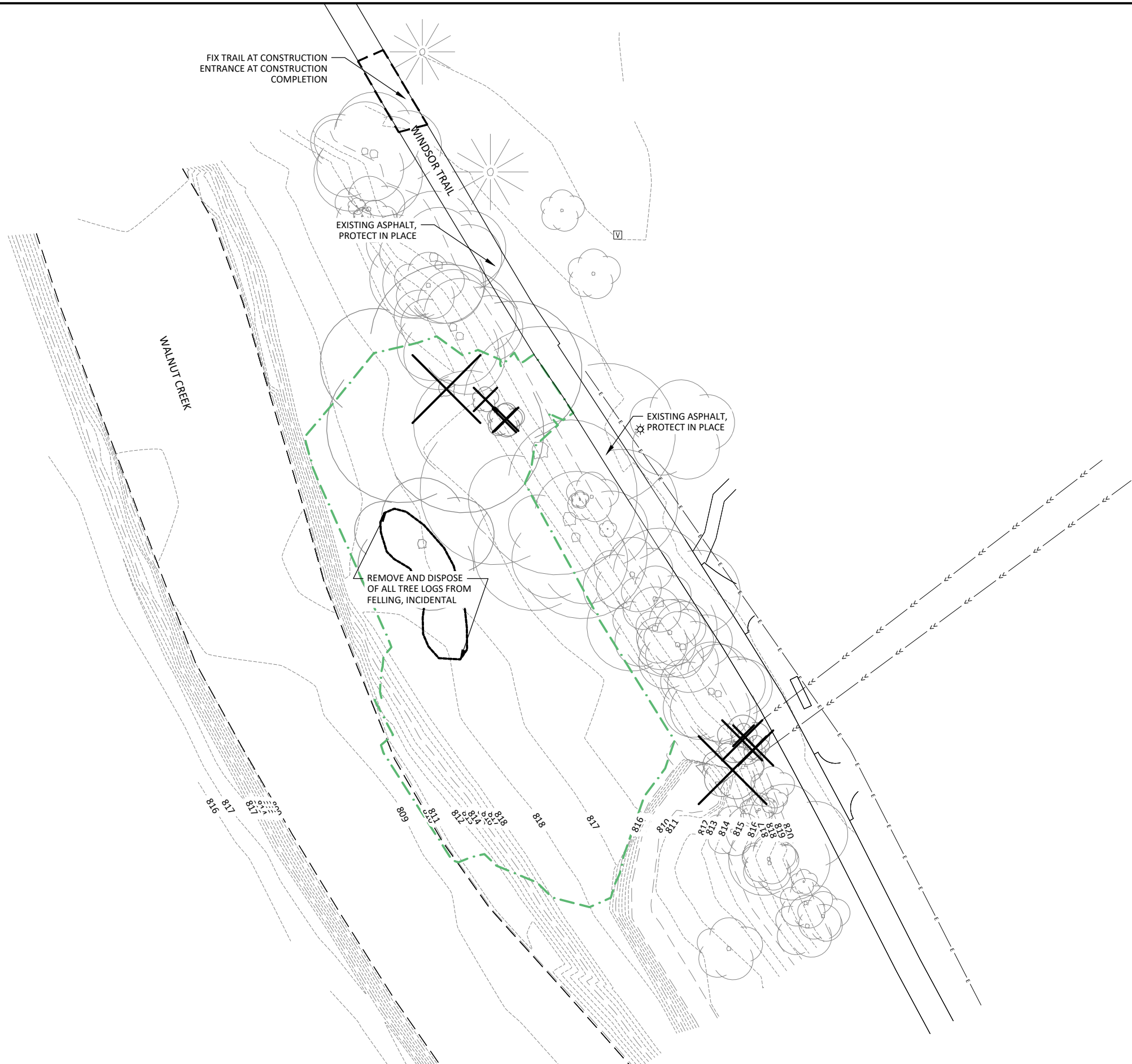


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CITY OF WINDSOR HEIGHTS, IOWA
WALNUT CREEK WATER ACCESS
REMOVALS PLAN

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REMOVAL NOTES

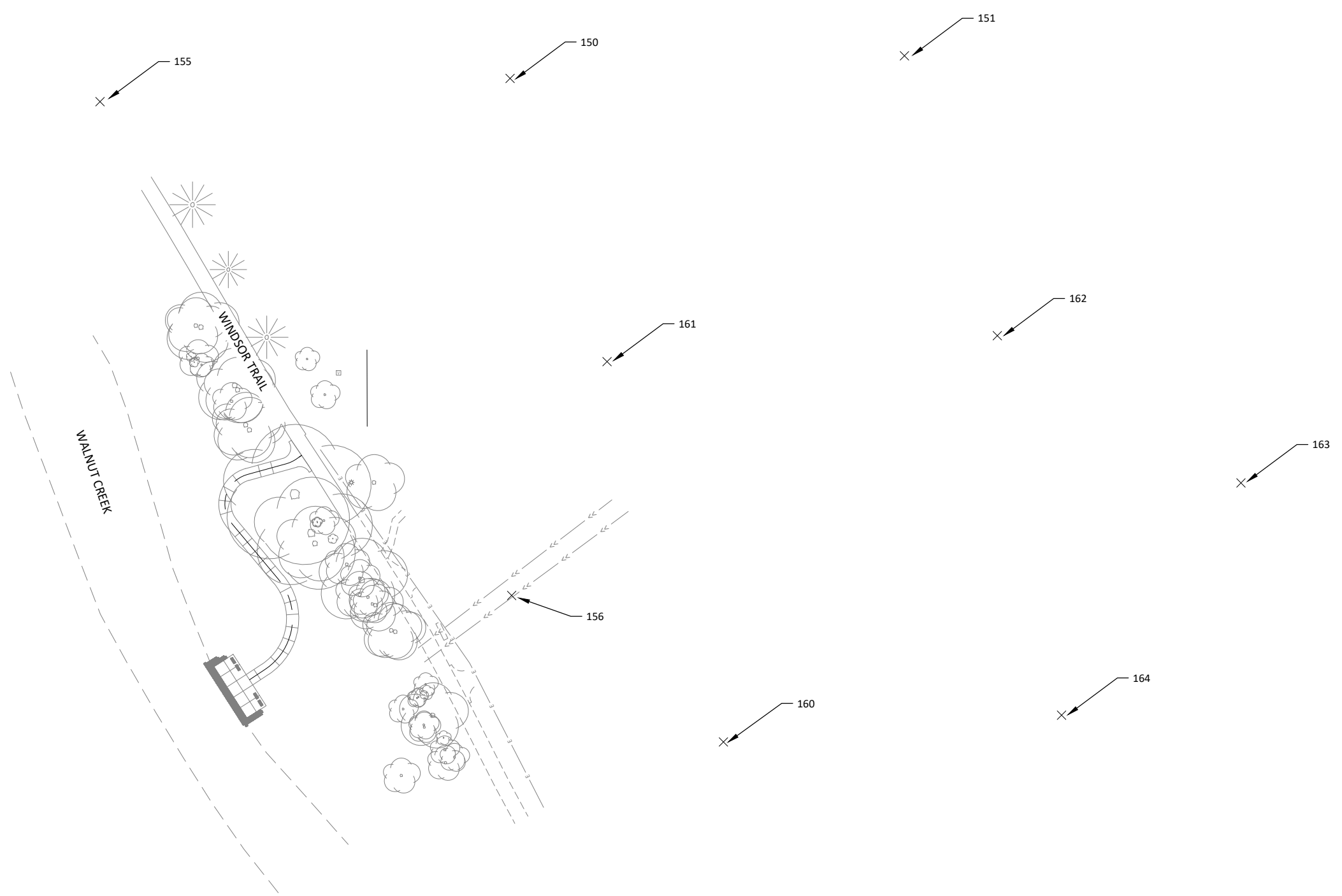
1. FIELD VERIFY ALL UTILITIES PRIOR TO REMOVAL. IF THE CONTRACTOR DETERMINES THAT FIELD CONDITIONS DIFFER FROM INFORMATION PROVIDED, THEY SHALL CEASE CONSTRUCTION ACTIVITIES AND CONTACT THE ENGINEER FOR DIRECTION.
2. REMOVE AND DISPOSE OF ALL TREES AND SHRUBS LARGER THAN 3" DIAMETER-AT-BREAST-HEIGHT, STANDING AND FALLEN WITHIN GRADING LIMITS SHOWN TO COMPLY WITH IOWA DOT SPECIFICATION SECTION 2101 CLEARING AND GRUBBING IN CONFORMANCE WITH US FISH AND WILDLIFE THREATENED AND ENDANGERED SPECIES HABITAT PROTECTION REQUIREMENTS.
3. SAW PAVEMENT FULL DEPTH AND IN A STRAIGHT LINE (WHEN POSSIBLE) TO PROVIDE A UNIFORM EDGE.
4. PROTECT ALL EXISTING FEATURES NOT DESIGNATED FOR REMOVAL.
5. UNLESS NOTED OTHERWISE, ALL DEMOLISHED AND/OR REMOVED ITEMS SHALL BE HAULED COMPLETELY AWAY FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
6. PROTECT ALL TREES AND VEGETATION NOT MARKED FOR REMOVAL AND OUTSIDE OF GRADING LIMITS PER TREE PROTECTION REQUIREMENTS.

LEGEND

- ✕ REMOVE ITEM
- MAJOR CONTOUR - EXISTING
- - - MINOR CONTOUR - EXISTING
- . - . PROPOSED GRADING LIMIT

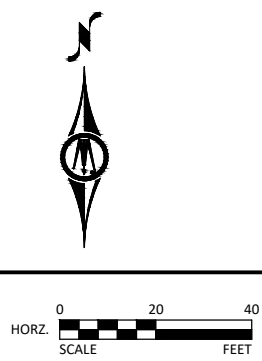
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CONTROL POINT DATA				
POINT NUMBER	NORTHING	EASTING	ELEVATION	RAW DESCRIPTION
150	7490231.63	18500993.96	822.861	VFCP / CUT X BOC
151	7490246.39	18501251.82	823.732	VFCP / CUT X BOC
155	7490216.38	18500725.86	824.598	VFCP / 5/8" RBR BMI CAP
156	7489893.55	18500995.00	821.407	VFCP / 5/8" RBR BMI CAP
157	7489584.23	18501084.39	818.680	VFCP / 5/8" RBR BMI CAP
160	7489797.81	18501133.46	818.916	VFCP / CUT X
161	7490046.45	18501057.36	822.708	VFCP / CUT X
162	7490063.42	18501312.54	824.904	VFCP / CUT X
163	7489967.17	18501471.84	826.573	VFCP / CUT X
164	7489815.30	18501354.53	821.079	VFCP / CUT X

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CITY OF WINDSOR HEIGHTS, IOWA	SHEET G.01
WALNUT CREEK WATER ACCESS	
CONTROL DATA	

REPLACEMENT OF DAMAGED TRAIL SHALL BE PAID FOR AS REMOVAL OF SHARED USE PATH AND SHARED USE PATH. PCC 6 INCH.

ACCESS ROUTE

THREE STALLS DEDICATED FOR CONSTRUCTION

LIMIT CONSTRUCTION ACCESS TO 20' SECTION SHOWN. DAMAGES BEYOND LIMITS WILL BE REPLACED BY CONTRACTOR AT NO EXPENSE TO OWNER.

WINDSOR TRAIL

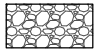
STAGING AREA

INSTALL ORANGE CONSTRUCTION FENCE

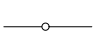
STOCKPILE AREA

WALNUT CREEK

LEGEND



CONSTRUCTION STOCK ENTRANCE



TEMPORARY FENCE, ORANGE POSTS ENCLOSING CONSTRUCTION SITE. ALSO FOR TREE PROTECTION. FOR TREE PROTECTION, SEE DETAIL 1/8"

NOTE:

CONTRACTOR RESPONSIBLE FOR CLEANING EXISTING TRAIL ON A DAILY BASIS OR AS DIRECTED BY THE ENGINEER. CONTRACTOR TO CLEAN MORE OFTEN AS NECESSARY TO MAINTAIN A SAFE TRAIL SERVICE FOR TRAIL.

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STAGING PLAN

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TRAFFIC CONTROL

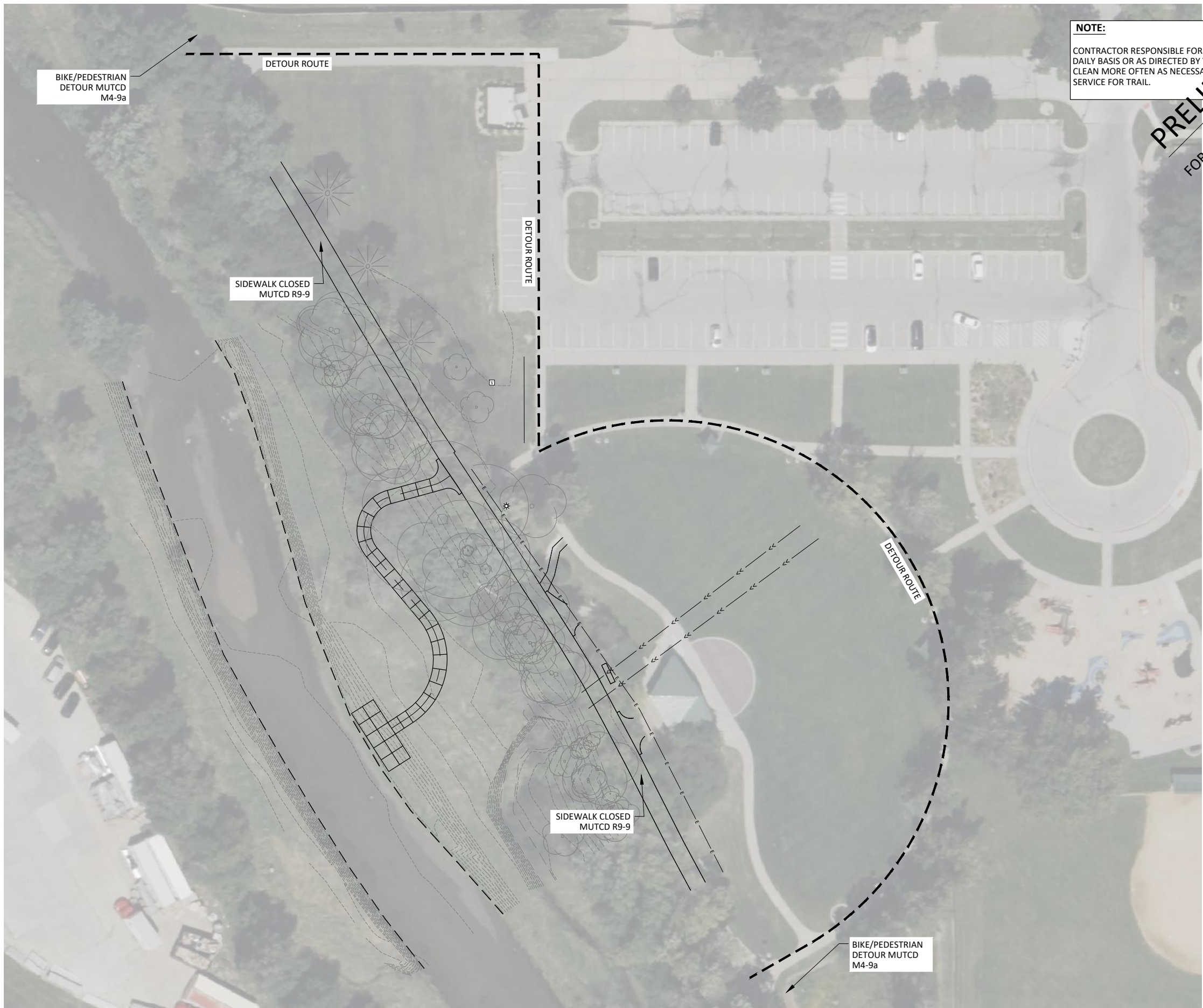
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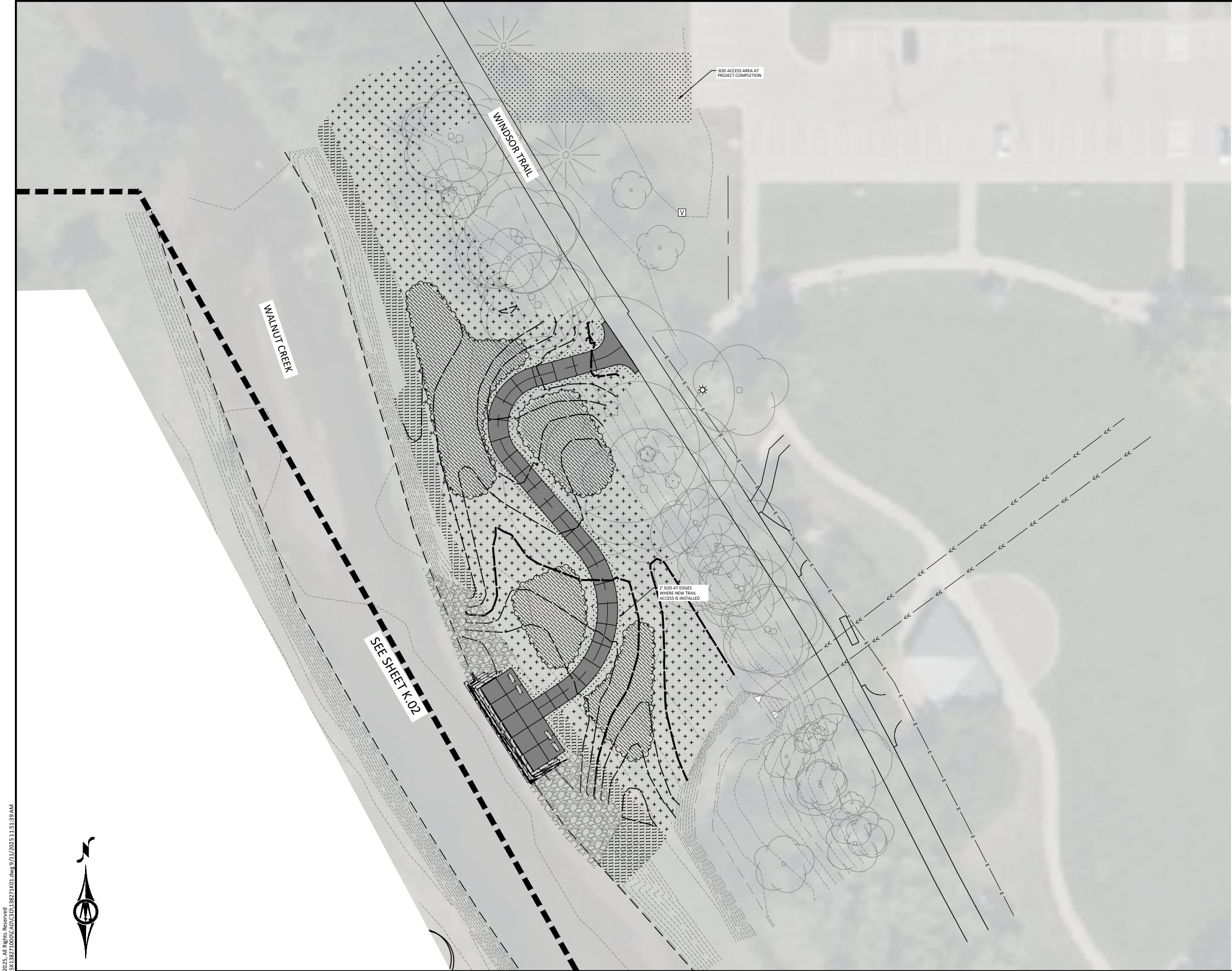
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NOTE:

CONTRACTOR RESPONSIBLE FOR CLEANING EXISTING TRAIL ON A DAILY BASIS OR AS DIRECTED BY THE ENGINEER. CONTRACTOR TO CLEAN MORE OFTEN AS NECESSARY TO MAINTAIN A SAFE TRAIL SERVICE FOR TRAIL.

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PLANTING & SITE RESTORATION NOTES:

1. TREES ARE LISTED IN THE MASTER PLANT SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE QUANTITIES SHOWN ON THE DRAWINGS AND THE QUANTITIES SHOWN IN THE PLANT SCHEDULE, THE PLAN QUANTITIES SHALL PREVAIL.
2. CONTRACTOR SHALL LAYOUT A TYPICAL PLANTING BED, BEDS SHALL BE MULCHED.
3. HARDWOOD MULCH PER SUDAS TO BE LAYED IN ALL PLANTING BEDS. MULCH FOR TREES PLANTED ON SOD PLANTING BED IS INCLUDED IN TREE UNIT COST.
4. CONTRACTOR TO VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES AND AND NOTIFY OWNER'S REPRESENTATIVE OF ANY CONTACTS WITH TREE PLANTINGS.
5. ALL DISTURBED AREAS NOT INDICATED AS PAVING, STRUCTURES, PLANTINGS, OR SIGNAGE SHALL BE SEEDED UNLESS NOTED OTHERWISE ON THE PLANS.
6. PLANTING LOCATIONS ARE APPROXIMATE. FINAL LOCATIONS TO BE ESTABLISHED WITH LANDSCAPE ARCHITECT ON SITE.

NOTE:

SITE ACCESS: COORDINATE WITH CITY AND PRIVATE LANDOWNER AT COMMENCEMENT OF PROJECT CONSTRUCTION AND TWO WEEKS PRIOR TO PLANTING OPERATIONS.

NOTE:

PREFERRED INSTALLER OF TREES, SHRUBS, AND SEEDING:
PRAIRIE FIRE RESTORATION, LLC
DES MOINES, IA
CONTACT: ANDY JAMES
PHONE: 515-509-4981
EMAIL: prairiefire.restoration@gmail.com

OR APPROVED EQUAL

LEGEND	
NATIVE MESIC PRAIRIE	
WETLAND MIX	
SOD	
SANDBAR WILLOW	

PLANT SCHEDULE						
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING
CANOPY TREES						
QB	2	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CAL.	B&B	PER PLAN
QP	2	QUERCUS PALUSTRIS	PIN OAK	2" CAL.	B&B	PER PLAN
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	2" CAL.	B&B	PER PLAN
EVERGREEN TREES						
PA	13	PINUS ALBA	WHITE PINE	6' HT	B&B	PER PLAN
CODE	QTY	BOTANICAL NAME	COMMON NAME			
SHRUB AREAS						
SI	193	SALIX INTERIOR	SANDBAR WILLOW	5'	#5 GAL.	5'

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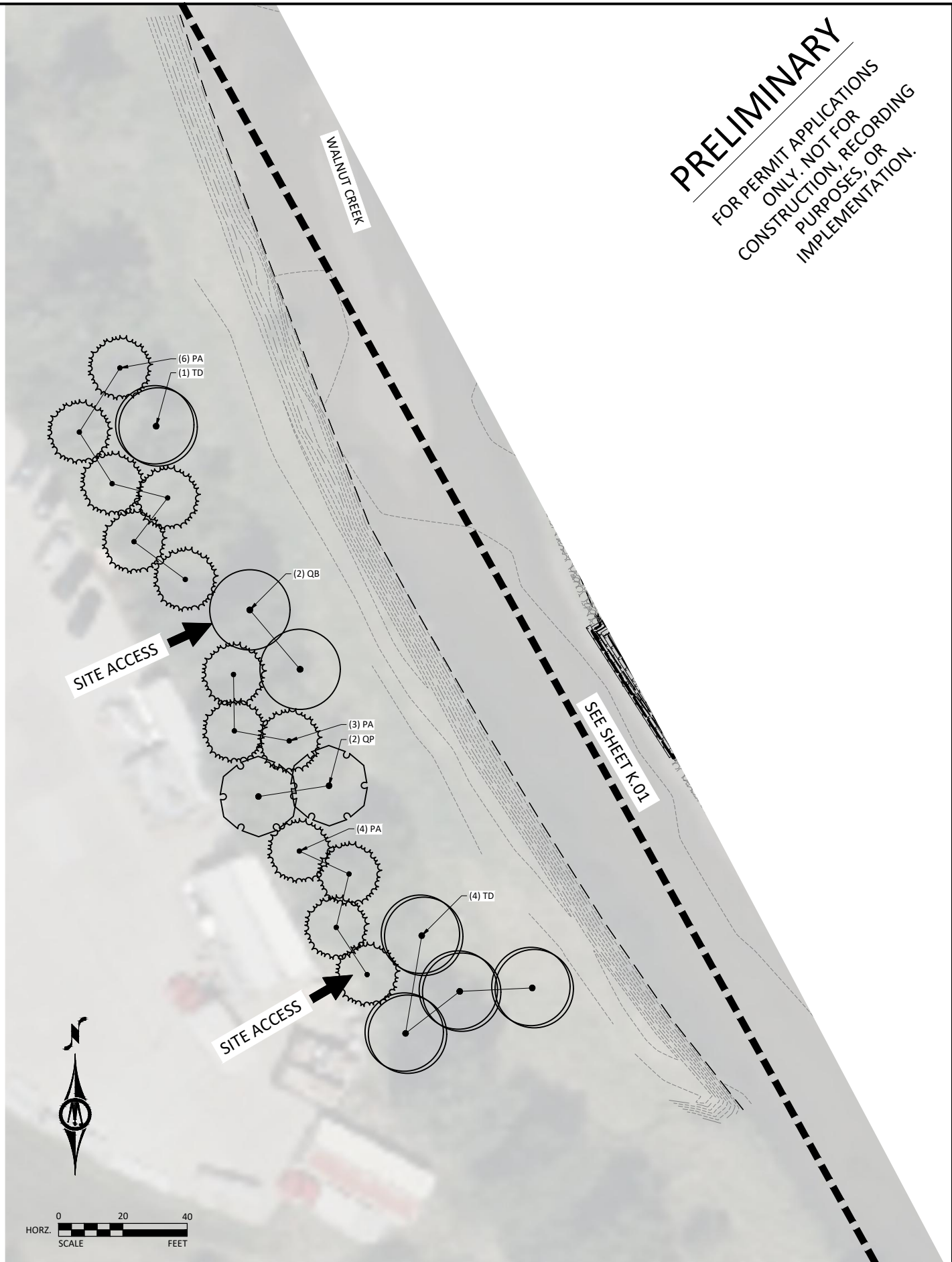
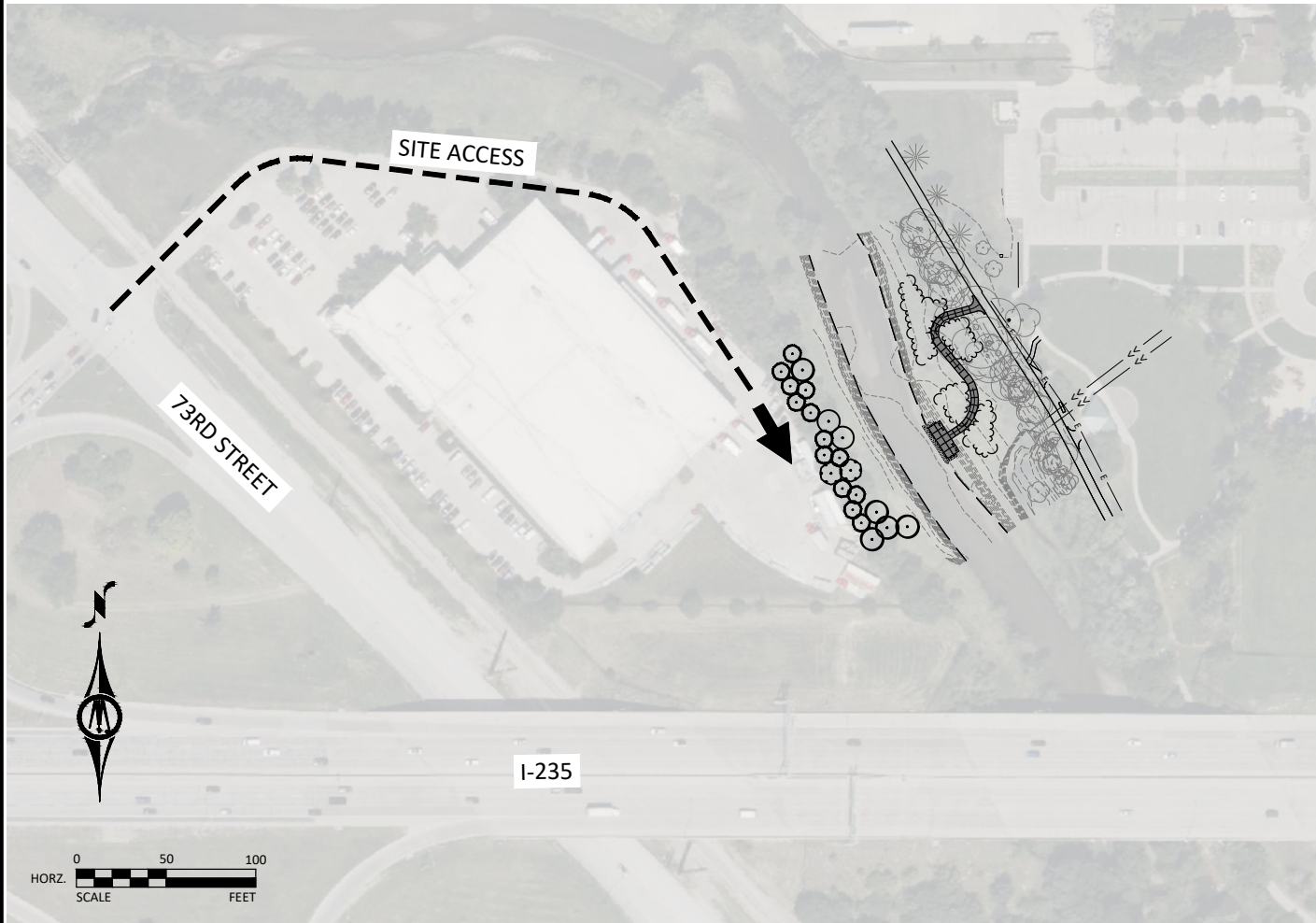
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CITY OF WINDSOR HEIGHTS, IOWA
WALNUT CREEK WATER ACCESS
LANDSCAPE PLAN

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K.01

NOTE:
CONTRACTOR RESPONSIBLE FOR KEEPING PRIVATE
PROPERTY CLEAN AT ALL TIMES.



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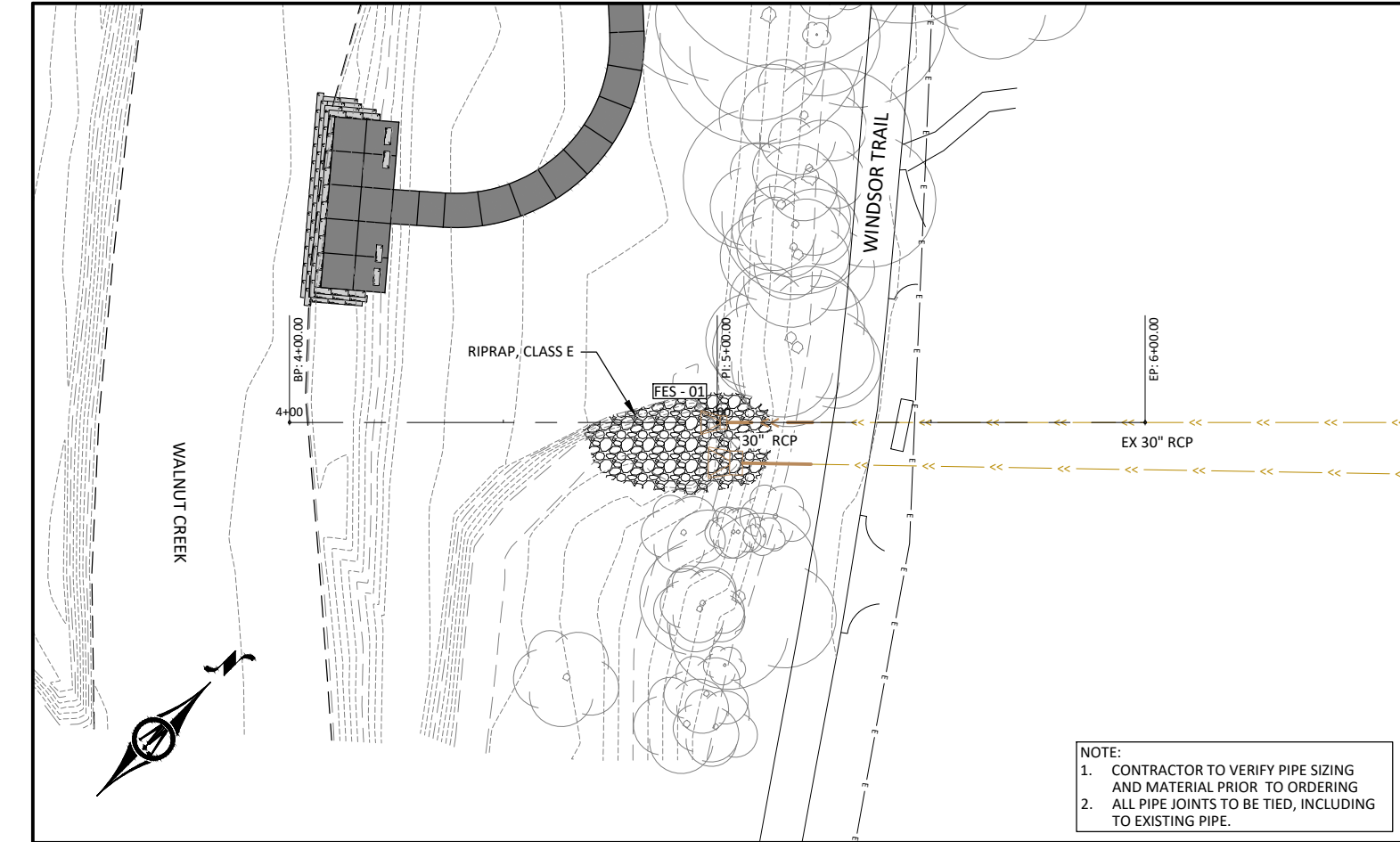


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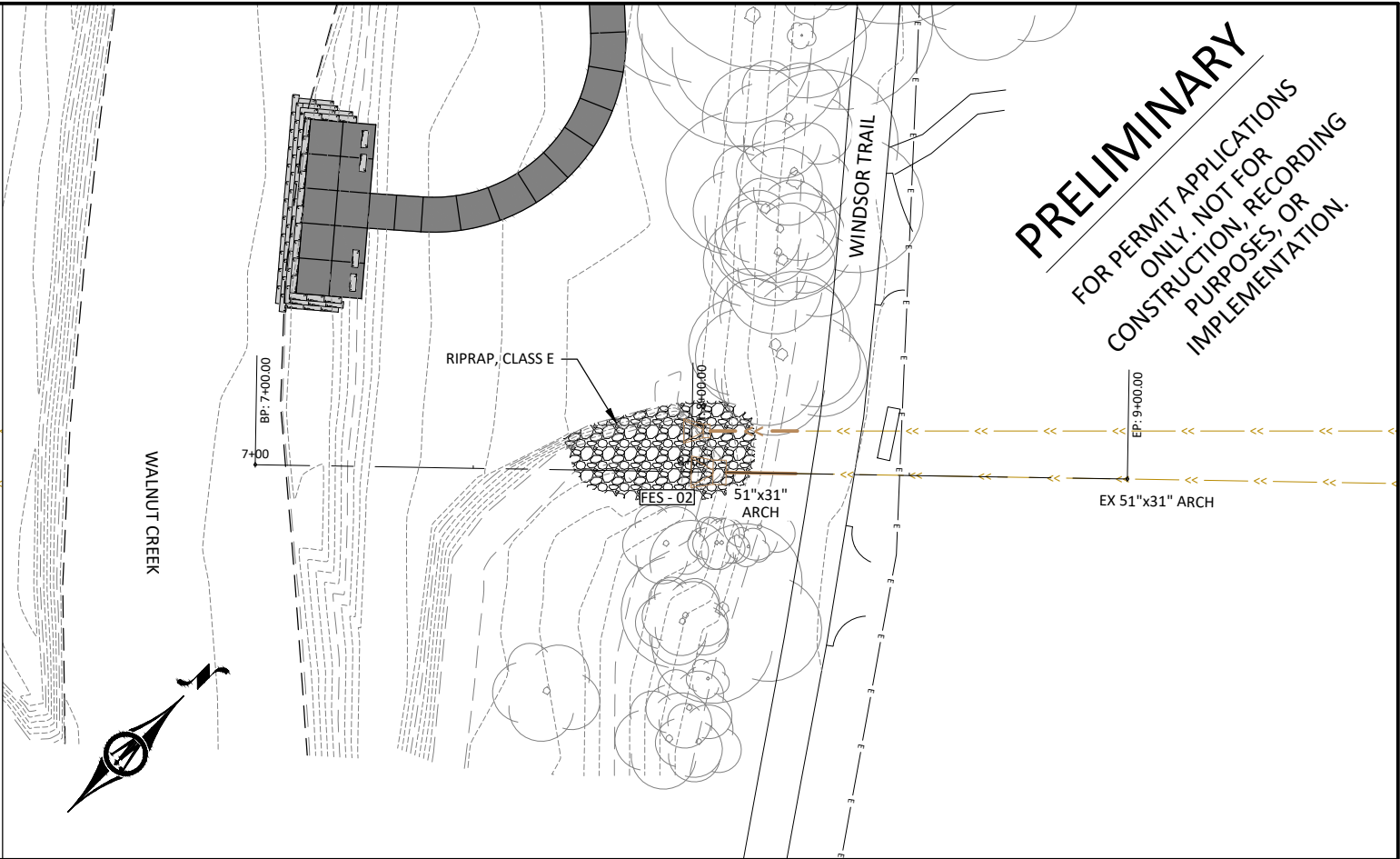
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LANDSCAPE

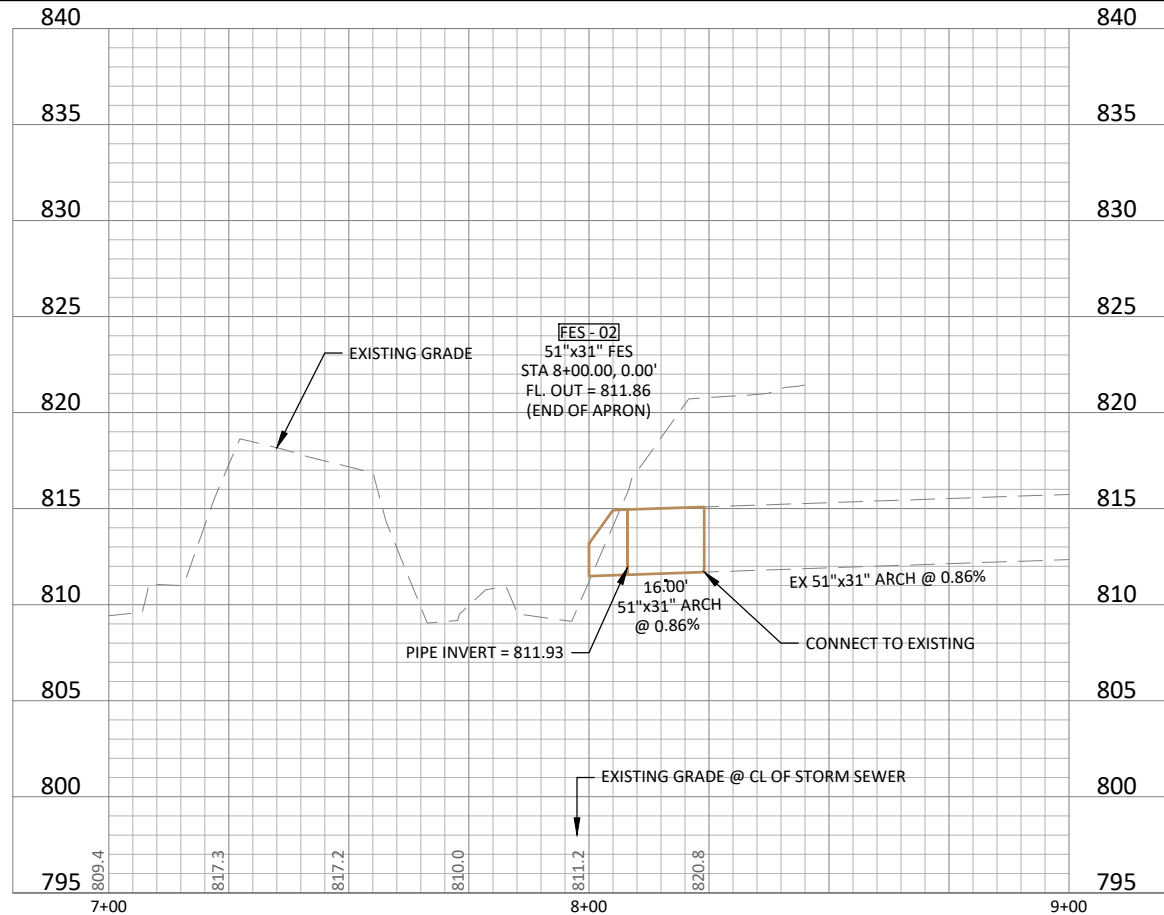
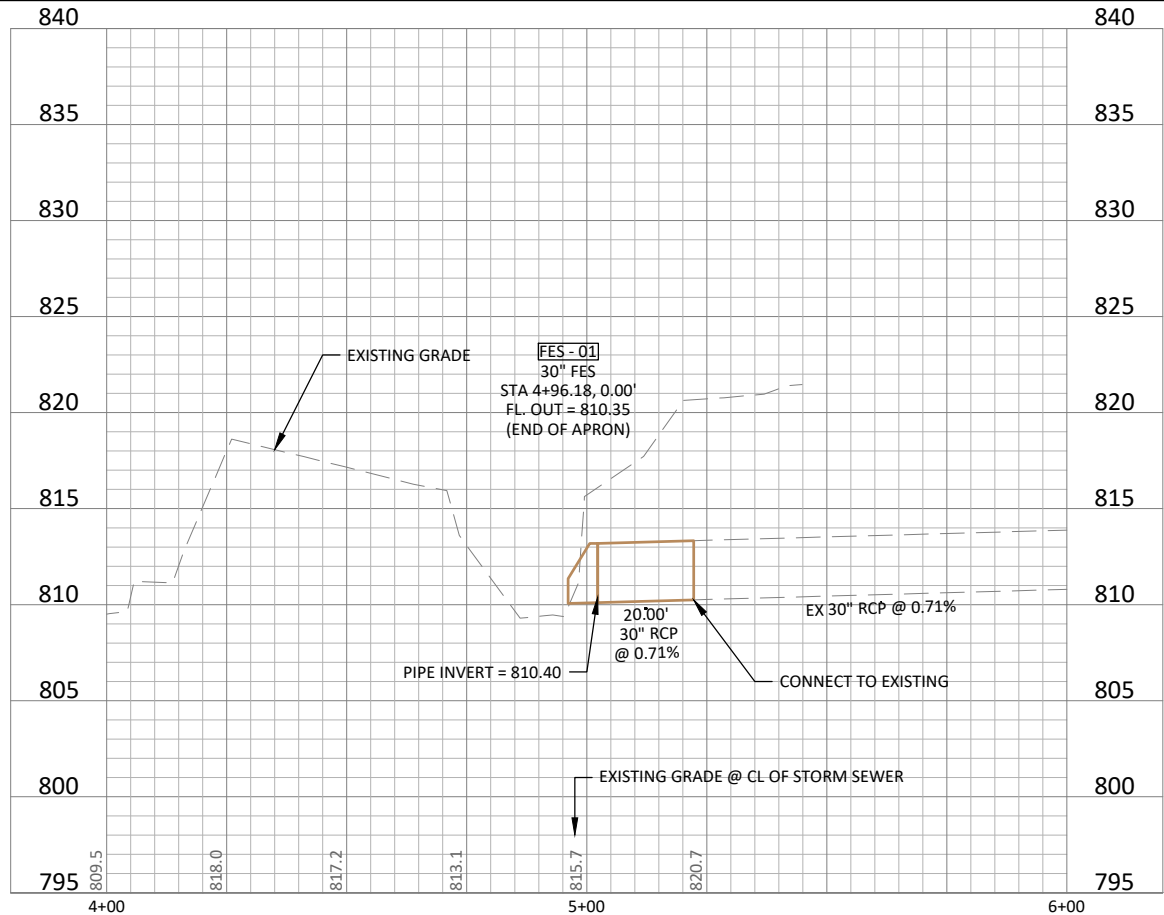
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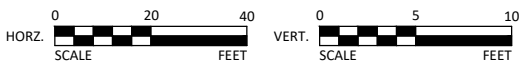
- NOTE:
1. CONTRACTOR TO VERIFY PIPE SIZING AND MATERIAL PRIOR TO ORDERING
 2. ALL PIPE JOINTS TO BE TIED, INCLUDING TO EXISTING PIPE.



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CITY OF WINDSOR HEIGHTS, IOWA
WALNUT CREEK WATER ACCESS
STORM SEWER PLAN

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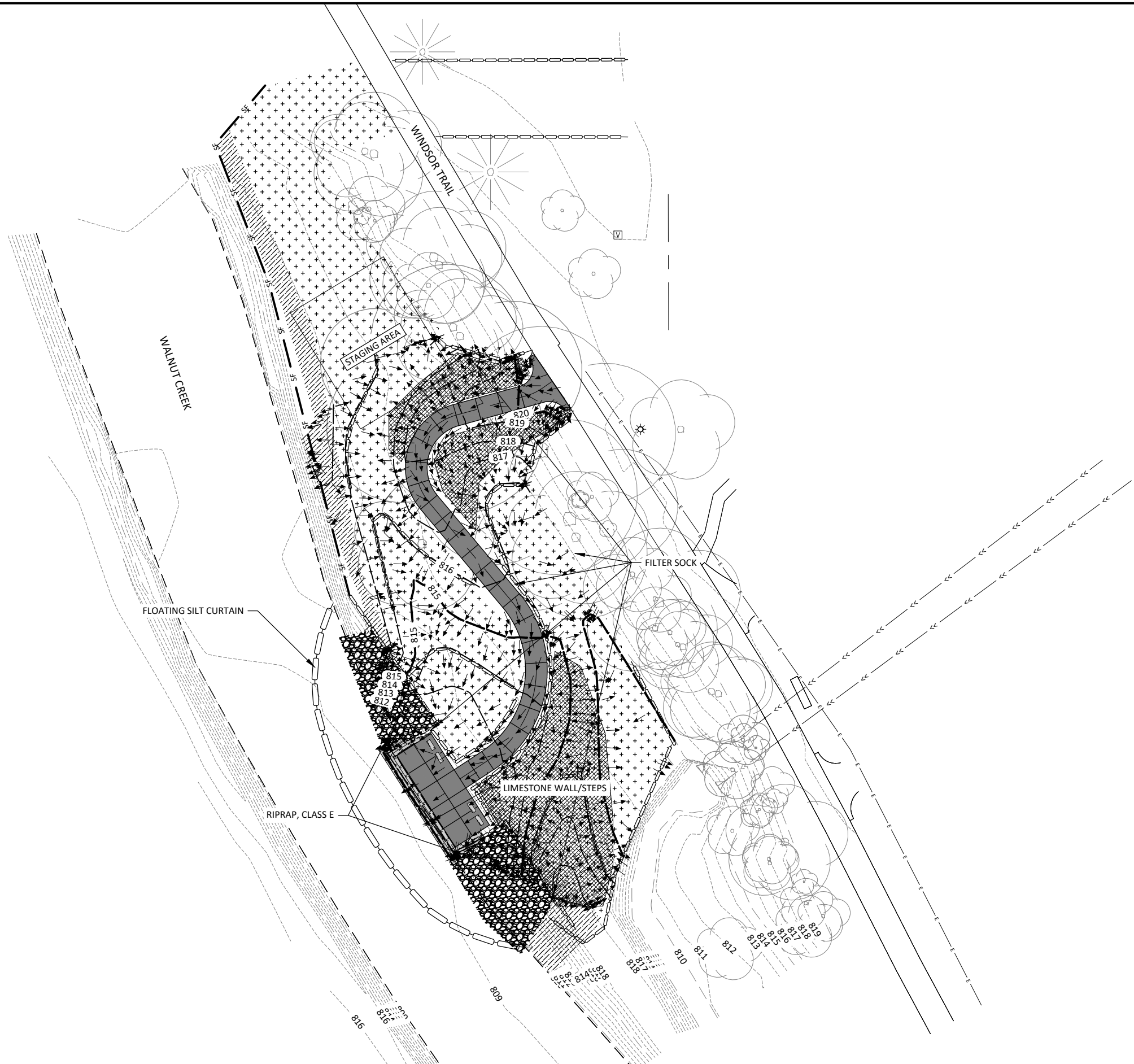
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CITY OF WINDSOR HEIGHTS, IOWA
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EROSION CONTROL PLAN

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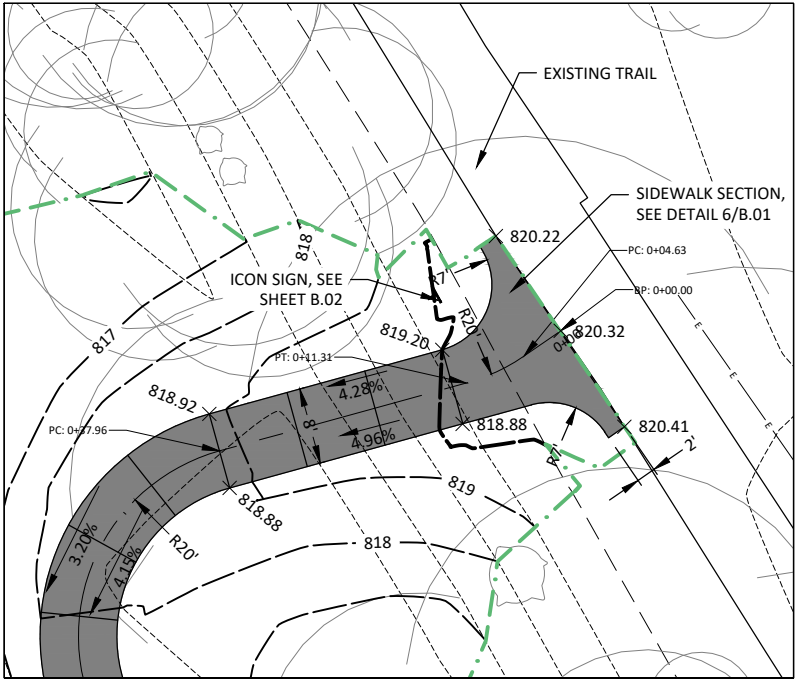
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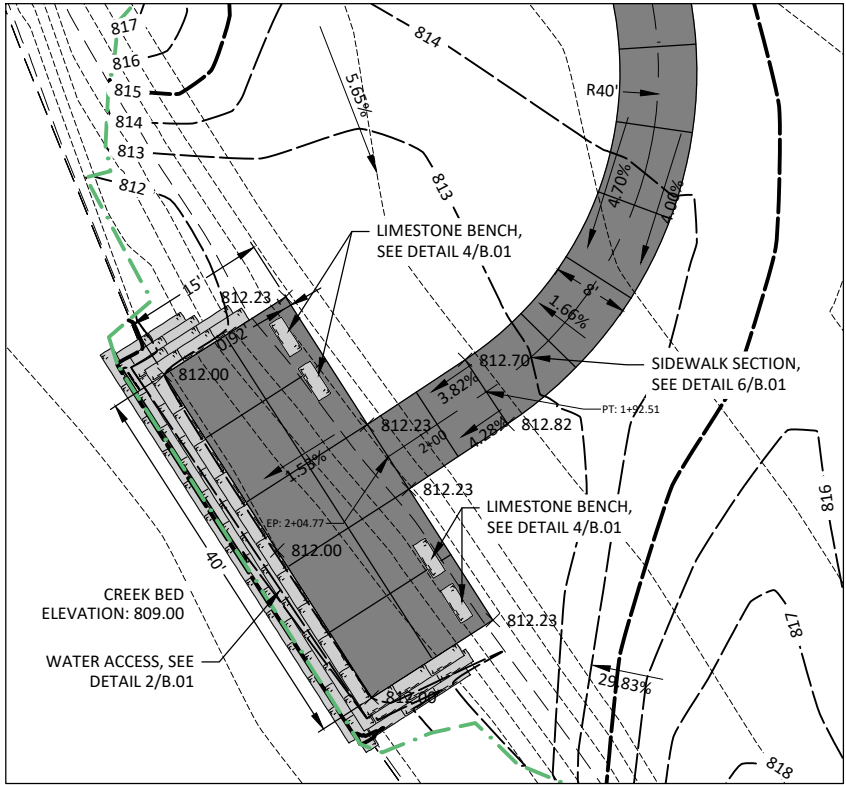
EROSION CONTROL LEGEND

MAJOR CONTOUR - EXISTING
MINOR CONTOUR - EXISTING
MAJOR CONTOUR - PROPOSED
MINOR CONTOUR - PROPOSED
SE
FILTER SOCK
FLOATING SILT CURTAIN
2-D DOUBLE NET EROSION CONTROL BLANKET (RECP)
CLASS 'E' RIP RAP

NOTE:
EROSION CONTROL BEST MANAGEMENT PRACTICES (BMPs) AS SHOWN ON THIS PLAN SHEET ARE RECOMMENDATIONS. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING, INSTALLING, AND MODIFYING BMPs AS NECESSARY TO PREVENT ILLICIT DISCHARGE FROM THE PROJECT SITE.



ENLARGEMENT 1



ENLARGEMENT 2

LEGEND

■ SIDEWALK, PCC 5"

SEE B SHEETS FOR ALL CONSTRUCTION DETAILS

ALL ELEVATIONS ARE FORM GRADE UNLESS OTHERWISE SPECIFIED

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WALNUT CREEK WATER ACCESS

S - LAYOUT & GRADING ENLARGEMENT

SHEET

S.01



STAFF REPORT
CITY COUNCIL
November 3, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Consideration of Resolution No. 2025-80 - A Resolution Awarding the Walnut Creek Water Access Project to RW Excavating Solution

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2025-80 Awarding the Walnut Creek Water Access Project

RESOLUTION NO. 2025-80

**A RESOLUTION AWARDING THE WALNUT CREEK WATER ACCESS PROJECT
TO RW EXCAVATING SOLUTION, LLC**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Walnut Creek Water Access Project, hereafter referred to as “the project” is and;

WHEREAS, the City Council has held a public hearing on awarding the project on November 3, 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 RW Excavating Solution, LLC for the total base bid amount of \$207,539.50 (Two hundred seven thousand five hundred thirty-nine dollars and fifty 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 Mayor of Windsor Heights, Polk County, Iowa or City Administrator 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 3rd Day of November, 2025.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk

City of Windsor Heights Regular Business Meeting Minutes
Monday, October 20, 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: Susan Skeries, Joseph Jones, Michael Libbie, and Threase Harms. Members absent: Lauren Campbell/ Staff present: City Administrator Adam Plagge, City Attorney Erin Clanton, City Clerk Adam Strait, Fire Lieutenant Brian Jones, Police Lieutenant Chad Norris, 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 4-0.

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.

Donna Markley, 6407 University, expressed concerns about the negative impact of reducing the street from four to three lanes, noting that the traffic backup has become worse. Adam Plagge noted that the city has requested City of Des Moines to adjust the traffic light timing at 63rd and University Avenue, but they required a traffic study to warrant the change. The study is planned to be completed in 2026 once 73rd Street construction has completed.

Andy Larson, Public Works Director, acknowledged National First Responders Day on October 28th and thanked the police and fire departments for their service.

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

Motion by Susan Skeries to APPROVE. Seconded by Michael Libbie. Motion passed 4-0.

- A. Approve Minutes of the Regular Council Meeting on October 7, 2025
- B. Approve Financial Reports
- C. Approve 73rd St. Payment Application 15
- D. Approve 68th St. Payment Application 6
- E. Approve Resolution No. 2025-75 A Resolution Authorizing Execution of The Windsor Stormwater Maintenance Agreement
- F. Approve Resolution No. 2025-78 - A Resolution to Set a Public Hearing and Take Bids on Walnut Creek Water Access
- G. Approve Resolution No. 2025-79 A Resolution Approving Execution of an Agreement Between The City Of Windsor Heights And Iowa Solutions Inc.

5. Action Items:

- A. Discuss 2026 73rd St. BUILD Grant Application

During the discussion, staff provided updates on the 2026 73rd Street Build Grant application. A recent debrief with the Department of Transportation consultant revealed improvements in scoring compared to previous years, with the project receiving three “high” and three “medium” ratings out of six categories. To further strengthen the application, staff plan to adjust the narrative section to include more analytical information and continue collaboration with the MPO, pending board approval. Enhancements such as a pedestrian bridge, use of renewable materials, and support letters from Des Moines and West Des Moines positively influenced the score. Due to limited funding for 2025 applications, few cities were awarded grants, but optimism remains for 2026. The project remains scheduled for 2030–2031 in the Capital Improvement Plan, and \$2.7 million in STPG funds has already been secured.

Staff also reported ongoing discussions regarding potential acquisition of railroad right-of-way, which could reduce project costs by avoiding ramp reconfigurations on I-235. While communication with the railroad has been limited due to ownership changes, regional collaboration with neighboring municipalities is being explored. Council members were encouraged to suggest additional sources for letters of support and assist in outreach. The new grant application cycle is expected to open within 30 days, with completion anticipated by mid-January. No action was taken on this item, and prior motions Joseph Jones, first, and Susan Skeries, second, were withdrawn.

B. Consider Resolution No. 2025-76 A Resolution Waiving CEC Fees For The Valley High School Men's Swim Team

Nate Leuthold presented the item. Staff noted fee waivers are at Council’s discretion, cautioned about precedent with school-affiliated groups, and requested policy guidance on when to waive versus charge the nonprofit rate. Drew Emanuel, Valley Swim Team Captain, was present to address the Council and answer questions. He spoke towards the waiver keeping the banquet affordable and local, citing higher Windsor Heights nonprofit rates compared to nearby venues; the requested date is Sunday, March 8, 2026, and staff confirmed no current March reservations. Council discussed potential impacts of weekend waivers, increasing nonprofit requests, and the need for clearer criteria. Some members suggested delaying action or considering a weekday alternative, but consensus favored acting now and revising policy promptly. Motion by Joseph Jones to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

C. Consider Resolution No. 2025-77 A Resolution Waiving CEC Fees For Lead DSM

Adam Plagge presented the item. He noted that the waiver would be allowed under the City's affiliate program policy waiver. Motion by Joseph Jones to APPROVE. Seconded by Michael Libbie. Motion passed 4-0.

6. **Reports:**

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

- Councilor Harms provided an update on the recent MAC meeting, where members discussed electric rideables such as scooters and dirt bikes. She noted that the MPO and surrounding cities are working on recommendations, which may require legislative action. She also mentioned upcoming legislative session preparations, including committee membership changes and a potential tax bill. Harms reported that planning for Windsor Wonderland is progressing well and thanked staff and volunteers for their efforts following the Fall Festival. She also recognized Susan and Lauren for participating in the Habitat for Humanity Women Build project on November 21, and shared that donations are still being accepted for the “Municipal Muscle” team.
- Councilor Libbie commended the Windsor Heights Police Department for their professionalism and their collaborative work with other departments and agencies

across Iowa and the United States. Libbie also shared that he attended the 25th Anniversary Celebration of Bridges of Iowa, describing it as a successful event and a testament to the organization's positive impact. He met with Jeff Lamberti to discuss the event and noted plans to feature the conversation in an upcoming City of Windsor Heights podcast, highlighting Lamberti's praise for the community and City Council.

- Councilor Jones thanked Public Work Director Andy Larson for the excellent work on the bridge area. He provided an update on the DART system redesign, noting that only two meetings remain before final approval. Recent discussions focused on route adjustments, stop spacing, service restoration in West Des Moines, and microtransit expansion. Key changes include rerouting Routes 6, 7, and 8 to improve access, adjusting Route 3 for better efficiency, extending service hours to 6 a.m.–10 p.m., and spacing stops every 3–4 blocks to reduce travel time. Airport service was determined to be financially unfeasible for now, but remains a future goal. Jones stated that the proposal will return for feedback before final votes on November 4 and December 2, with a Title VI analysis planned to ensure equity. He concluded by noting strong consensus among commissioners and briefly discussed the higher-than-expected cost of new bus shelters.
- Councilor Skeries thanked Mike and Adam for attending the Catch Des Moines Annual Luncheon and expressed appreciation to Council for their kind words following her Community Champion recognition. She reported attending Wake Up Windsor Heights, engaging new businesses at the Chamber Bash, and attending the Metro Waste employee event at Blank Park Zoo. She noted the Special Events Committee is developing the 2026 events timeline, adding information to the city website, and will hold a special meeting with Councilor Harms to plan Windsor Wonderland. Skeries also attended the Edward Jones ribbon cutting and plans to participate in upcoming Catch Des Moines and Uplift Urbandale volunteer events. She thanked AJ, Mayor Jones, and Chief Roth for addressing parking concerns near Cole School and reminded residents of Trick or Treat on Saturday, the Candidate Forum on Monday at 6 p.m., and the AM Exchange on October 28, where she will promote Windsor Wonderland.

B. Code Review Update

Adam Strait provided an update on the code review project including a brief synopsis of redline changes and next steps. He asked if Council had questions after reviewing to let staff know and a formal presentation could be made at a future meeting.

C. Des Moines Water Works Proposed 2026 Rate Change And Capital Improvement Funds Report

Adam Plagge reported that Des Moines Water Works is proposing a 10% rate increase for Windsor Heights effective January 2026, primarily due to higher service costs. The water service availability fee for most residents will rise from \$6 to \$7 per month, with larger users seeing higher increases. He noted the city's \$2 million capital improvement fund with Water Works will be used for 74th Street and other non-urban renewal projects in coming years. Plagge also said Water Works will provide a priority list and GIS map of areas with frequent water main breaks to guide future capital improvement planning.

7. **Closed Session** Per Iowa Code Section 21.5(1)(i) - To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session

Motion by Michael Libbie to enter Closed Session at 6:49PM. Seconded by Susan Skeries. Motion Passed 4-0.

Motion by Threase Harms to exit Closed Session at 6:51PM. Seconded by Susan Skeries. Motion Passed 4-0.

In open session, Council discussed the timeline to have employee reviews submitted October 23rd

with full discussion at the November 3rd council meeting.

8. **Adjourn**

Motion by Michael Libbie to adjourn at 6:56PM. Seconded by Susan Skeries. Motion passed 4-0.

Mike Jones, Mayor

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**
November 3, 2025

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

GENERAL INFORMATION

ATTACHMENTS

1. CLAIMS REPORT



CITY OF WINDSOR HEIGHTS

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***Check Detail Register©**

Batch: PAY20250122.00,PAY20250122.01,101725PAY,101725PAY-2,PRL-102425,PRL-102125,102425PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1110 CASH					
611 e	10/21/25	FEDERAL TAX DEPOSIT			
G 001-2120		FEDERAL W/H PAYABLE	\$14,463.97		
G 001-2121		FICA W/H PAYABLE	\$18,390.20		
		Total	\$32,854.17		
612 e	10/21/25	ISOLVED BENEFIT SERVICES			
G 001-2131		FSA AND DEPENDENT C	\$1,318.52		
		Total	\$1,318.52		
613 e	10/21/25	IPERS			
G 001-2123		IPERS PAYABLE	\$18,865.53		
		Total	\$18,865.53		
614 e	10/21/25	STATE OF IOWA			
G 001-2122		STATE W/H PAYABLE	\$3,506.72		
		Total	\$3,506.72		
615 e	10/21/25	MANHATTANLIFE			
G 001-2132		MANHATTAN LIFE	\$31.25		DAVISON, MARK
G 001-2132		MANHATTAN LIFE	\$3.38		JONES, BRIAN
G 001-2132		MANHATTAN LIFE	\$10.00		STAPLETON, BRIAN
G 001-2132		MANHATTAN LIFE	\$22.42		MEASE, JAMES
G 001-2132		MANHATTAN LIFE	\$6.63		PRICE, JEFF
G 001-2132		MANHATTAN LIFE	\$21.60		ROBERTS, JASON
G 001-2132		MANHATTAN LIFE	\$11.13		ROTH, PETE
		Total	\$106.41		
616 e	10/21/25	ASSURITY			
G 001-2128		ASSURITY	\$10.21		SWISHER, RACHELLE ASSURITY
G 001-2128		ASSURITY	\$18.31		AHRENS, TYLER ASSURITY
G 001-2128		ASSURITY	\$5.88		BROWN, CODY ASSURITY
G 001-2128		ASSURITY	\$36.07		DAVISON, MARK ASSURITY
G 001-2128		ASSURITY	\$45.10		IRLBECK, MICHAEL ASSURITY
G 001-2128		ASSURITY	\$33.62		MEASE, JAMES ASSURITY
G 001-2128		ASSURITY	\$18.75		NORRIS, CHAD ASSURITY
G 001-2128		ASSURITY	\$19.70		PRICE, JEFF ASSURITY
G 001-2128		ASSURITY	\$16.84		ROBERTS, JASON ASSURITY
G 001-2128		ASSURITY	\$39.82		ROTH, PETE ASSURITY
G 001-2128		ASSURITY	\$9.84		STRAIT, ADAM ASSURITY
		Total	\$254.14		
617 e	10/21/25	ICMA RETIREMENT TRUST			
G 001-2125		DEF COMP PAYABLE IC	\$396.87		ICMA DEFERRED COMP
G 001-2125		DEF COMP PAYABLE IC	\$1,832.95		ICMA - EMPLOYER
		Total	\$2,229.82		
618 e	10/21/25	FEDERAL TAX DEPOSIT			
G 001-2120		FEDERAL W/H PAYABLE	\$781.89		
G 001-2121		FICA W/H PAYABLE	\$862.74		
		Total	\$1,644.63		



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Batch: PAY20250122.00,PAY20250122.01,101725PAY,101725PAY-2,PRL-102425,PRL-102125,102425PAY

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619 e	10/21/25	STATE OF IOWA			
G 001-2122		STATE W/H PAYABLE	\$166.59		
		Total	\$166.59		
59253	10/17/25	ABSOLUTE CONCRETE CONSTRUCTION			
E 322-210-6761		CAP OUTLAY	\$479,904.43		73RD ST PAY REQUEST #15
		Total	\$479,904.43		
59254	10/17/25	AIRGAS			
E 001-160-6498		MEDICAL SUPPLIES	\$8.10	5519306367	OXYGEN
		Total	\$8.10		
59255	10/17/25	AMAZON CAPITAL SERVICES			
E 001-150-6506		OFFICE SUPPLIES	\$11.99	16CJ-3V74-Y	OFFICE SUPPLIES
E 001-110-6504		MINOR EQUIPMENT	\$79.84	1CJV-D6JP-4	SUPPRESSOR CLEANING KIT
E 001-150-6507		OPERATING SUPPLIES	\$108.90	1JW3-KTRW	SCBA MASK BAGS
E 001-470-6499		MISC/REFUNDS	\$19.99	1VYX-FW6X-	VETS DAY LUNCH TABLECLOTHS
E 001-150-6506		OFFICE SUPPLIES	\$8.94	1XLM-39CC-	OFFICE SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$434.44	1YCR-GLFG-	IRRIGATION REPAIR
		Total	\$664.10		
59256	10/17/25	APWA			
E 110-210-6230		TRAINING	\$2,100.00	25453112	FALL CONF/TRAINING
E 110-210-6230		TRAINING	\$300.00	25453162	FALL CONF/TRAINING
		Total	\$2,400.00		
59257	10/17/25	BANKERS TRUST COMPANY			
E 001-615-6507		OPERATING SUPPLIES	\$430.90	10172025 35	ADOBE
E 001-620-6240		MEETING/CONFERENCE	\$45.00	10172025 35	CATCH DSM ANNUAL MTG
E 001-610-6240		MEETING/CONFERENCE	\$45.00	10172025 35	CATCH DSM ANNUAL MTG
E 001-610-6507		OPERATING SUPPLIES	\$31.98	10172025 35	ZOOM
E 001-620-6419		TECHNOLOGY SERVICE	\$47.37	10172025 35	ZOOM ROOMS
E 001-620-6506		OFFICE SUPPLIES	\$8.00	10172025 35	SUPPLIES
E 001-620-6240		MEETING/CONFERENCE	\$3.00	10172025 35	LEAGUE CONF PARKING
E 001-620-6240		MEETING/CONFERENCE	\$21.48	10172025 35	LEAGUE CONF MEAL
E 001-620-6240		MEETING/CONFERENCE	\$4.00	10172025 35	LEAGUE CONF PARKING
E 001-470-6497		FALL FESTIVAL	\$24.13	10172025 35	PROMOTED AD
E 001-470-6497		FALL FESTIVAL	\$493.61	10172025 35	WHAMM TSHIRTS
E 001-470-6497		FALL FESTIVAL	(\$28.32)	10172025 35	TAX REFUND WHAMM TSHIRTS
E 001-610-6507		OPERATING SUPPLIES	\$17.55	10172025 35	MAYOR NAME TAG
E 001-620-6373		COMMUNICATIONS	\$90.00	10172025 35	CONSTANT CONTACT
E 001-620-6405		COURT & RECORDING F	(\$112.74)	10172025 51	DISPUTED CC CHARGES REFUND
E 001-110-6499		MISC/REFUNDS	\$21.88	10172025 84	BOTTLED WATER BOIL ORDER
E 001-110-6331		MOTOR VEHICLE OPER	\$100.00	10172025 84	BATTERY JUMP PACK CAR 32
E 001-110-6180		ALLOWANCES	\$562.50	10172025 84	BADGES
E 740-865-6507		OPERATING SUPPLIES	\$427.99	10172025 84	WALNUT CREEK WADERS
E 110-210-6507		OPERATING SUPPLIES	\$103.74	10172025 84	TEMP NO PARKING SIGNS
E 110-210-6504		MINOR EQUIPMENT	\$399.95	10172025 84	EQUIPMENT
E 001-430-6511		BLDG & GROUNDS OPE	\$363.60	10172025 84	DOG PARK SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$87.84	10172025 84	SHOP SUPPLIES
E 326-210-6761		CAP OUTLAY	\$209.41	10172025 84	68TH ST SIGNS
E 110-210-6180		ALLOWANCES	\$171.16	10172025 84	CLOTHING ALLOWANCE



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Batch: PAY20250122.00,PAY20250122.01,101725PAY,101725PAY-2,PRL-102425,PRL-102125,102425PAY

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E 740-865-6765		STORM DRAINAGE CAPI	\$470.80	10172025 84	BIOSWALE IMPROVEMENTS
E 001-430-6507		OPERATING SUPPLIES	\$77.91	10172025 84	SUPPLIES
E 110-210-6180		ALLOWANCES	(\$11.20)	10172025 84	CREDIT FOR SALES TAX
E 001-615-6490		OTHER PROF SERVICE	\$40.00	10172025 99	MICROSOFT
E 001-615-6490		OTHER PROF SERVICE	\$828.00	10172025 99	MICROSOFT
E 001-470-6497		FALL FESTIVAL	\$25.00	10172025 99	ACCESS YOURSELF DEPOSIT
E 001-620-6507		OPERATING SUPPLIES	\$102.68	10172025 99	SOAKER HOSES
E 001-470-6497		FALL FESTIVAL	\$15.00	10172025 99	WAIVER SIGN SOFTWARE
E 001-620-6598		MISC EXP/BALANCING	\$598.80	10172025 99	BANNERS
E 001-620-6240		MEETING/CONFERENCE	\$75.00	10172025 99	GREATER DSM SUMMIT
E 001-110-6502		PROMO/COMMUNITY RE	\$298.50	10172025 99	PUBLIC SAFETY NIGHT OUT PD
E 001-150-6507		OPERATING SUPPLIES	\$298.50	10172025 99	PUBLIC SAFETY NIGHT OUT FD
E 001-110-6230		TRAINING	\$521.20	10172025 99	SHOOTING TARGETS
E 001-110-6120		DUES & MEMBERSHIPS	\$30.00	10172025 99	NOTARY
Total			\$6,939.22		
59258	10/17/25	BASCOM TRUCK & AUTOMOTIVE INC			
E 001-160-6332		REPAIR - VEHICLES & E	\$2,233.99	421137	A553 AIR BAG REPAIR
Total			\$2,233.99		
59259	10/17/25	BITUMINOUS MATERIALS			
E 110-210-6417		STREET MAINTENANCE	\$200.00	2213388084	TACK COAT
Total			\$200.00		
59260	10/17/25	BOLTON & MENK			
E 322-210-6407		PROF FEES/ENGINEERI	\$7,311.50	0376035	73RD ST PHASE 2 ENG
Total			\$7,311.50		
59261	10/17/25	BOOT BARN INC			
E 110-210-6180		ALLOWANCES	\$45.00	059804	CLOTHING ALLOWANCE
E 110-210-6180		ALLOWANCES	\$157.49	150779	CLOTHING ALLOWANCE
E 110-210-6180		ALLOWANCES	\$169.99	177438	CLOTHING ALLOWANCE
E 110-210-6180		ALLOWANCES	\$138.59	177439	CLOTHING ALLOWANCE
Total			\$511.07		
59262	10/17/25	BOUND TREE MEDICAL LLC			
E 001-160-6498		MEDICAL SUPPLIES	\$437.16	85952377	MEDICAL SUPPLIES
Total			\$437.16		
59263	10/17/25	BRICK GENTRY PC			
E 001-150-6411		LEGAL	\$820.00	456000	FD LEGAL FEES SEPT
E 001-640-6411		LEGAL	\$2,325.00	456000	GEN LEGAL FEES SEPT
E 001-110-6411		LEGAL	\$680.00	456001	PD LEGAL FEES SEPT
Total			\$3,825.00		
59264	10/17/25	CAPITAL SANITARY SUPPLY			
E 001-480-6507		OPERATING SUPPLIES	\$615.74	C412565	CEC SUPPLIES
E 001-480-6507		OPERATING SUPPLIES	\$748.60	C414144	CEC SUPPLIES
Total			\$1,364.34		
59265	10/17/25	CENTRAL IOWA READY MIX			
E 110-210-6310		BUILDING REPAIR	\$5,280.00	800372	PW BUILDING SLAB
E 740-865-6765		STORM DRAINAGE CAPI	\$430.00	802732	BIOSWALE IMPROVEMENTS



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Batch: PAY20250122.00,PAY20250122.01,101725PAY,101725PAY-2,PRL-102425,PRL-102125,102425PAY

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E 740-865-6765		STORM DRAINAGE CAPI	\$1,218.00	803144	BIOSWALE IMPROVEMENTS
		Total	\$6,928.00		
59266	10/17/25	CINTAS			
E 001-480-6507		OPERATING SUPPLIES	\$15.69	5279226207	CEC SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$58.07	5279226208	SUPPLIES
E 001-480-6507		OPERATING SUPPLIES	\$112.80	5289104005	CEC SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$123.96	5289104006	SUPPLIES
E 001-480-6507		OPERATING SUPPLIES	\$71.91	5294337805	CEC SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$95.55	5294337806	SUPPLIES
E 001-480-6507		OPERATING SUPPLIES	\$126.00	9339971748	CEC SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$126.00	9339971749	SUPPLIES
		Total	\$729.98		
59267	10/17/25	CITY OF WEST DES MOINES			
E 001-110-6373		COMMUNICATIONS	\$5,014.86	FN-2025-000	WESTCOM FY25 TRUE UP
E 001-110-6413		CONTRIBUTIONS & PAY	\$572.18	FN-2026-000	CROSSING GUARD FY26 1ST QTR
		Total	\$5,587.04		
59268	10/17/25	CIVIC PLUS LLC			
E 001-620-6373		COMMUNICATIONS	\$4,647.13	352161	AGENDA/MTG MGMT ANNUAL FEE
		Total	\$4,647.13		
59269	10/17/25	CLIVE POWER EQUIP.			
E 001-430-6507		OPERATING SUPPLIES	\$132.29	12325	SUPPLIES
E 001-430-6332		REPAIR - VEHICLES & E	\$35.52	14081	EQUIP REPAIR
E 110-210-6332		REPAIR - VEHICLES & E	\$32.52	14282	EQUIP REPAIR
E 740-865-6765		STORM DRAINAGE CAPI	\$125.00	15535	BIOSWALE IMPROVEMENTS
E 001-430-6332		REPAIR - VEHICLES & E	\$119.02	15800	EQUIP REPAIR
		Total	\$444.35		
59270	10/17/25	DES MOINES WATER WORKS			
E 001-430-6507		OPERATING SUPPLIES	\$42.46		1200 66TH ST
E 001-480-6371		UTILITIES	\$52.53		6900 SCHOOL ST
		Total	\$94.99		
59271	10/17/25	DIAMOND FLOORING & COATINGS			
E 350-210-6761		CAP OUTLAY	\$6,500.00	INV2387	SHOP FLOOR REPAIRS
		Total	\$6,500.00		
59272	10/17/25	DINGES FIRE COMPANY			
E 350-150-6727		OTHER CAPITAL EQUIP	\$5,200.00	76941	POSITIVE PRESSURE FAN FOR FIRE ENGINE
E 001-150-6180		ALLOWANCES	\$113.26	77059	PPE GLOVES
E 350-150-6727		OTHER CAPITAL EQUIP	\$278.00	77076	PPE GLOVES
E 350-150-6727		OTHER CAPITAL EQUIP	\$261.27	77146	PPE HOODS
E 350-150-6727		OTHER CAPITAL EQUIP	\$690.00	77312	FIRE BOOTS 2 PAIRS
E 001-150-6180		ALLOWANCES	\$125.00	77361	CLOTHING ALLOWANCE
E 350-150-6727		OTHER CAPITAL EQUIP	\$800.00	77395	FIRE HELMETS
		Total	\$7,467.53		
59273	10/17/25	ELECTRICAL ENG.& EQUIPMENT			
E 001-430-6511		BLDG & GROUNDS OPE	\$231.30	8968079-00	PARK LAMP REPAIR



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Batch: PAY20250122.00,PAY20250122.01,101725PAY,101725PAY-2,PRL-102425,PRL-102125,102425PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$231.30		
59274	10/17/25	FOLAND TOOLS LLC			
E 110-210-6504		MINOR EQUIPMENT	\$411.24	10132512478	MINOR EQUIP
Total			\$411.24		
59275	10/17/25	GALLS LLC			
E 001-150-6180		ALLOWANCES	\$107.66	030088712	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$89.16	030152854	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$63.97	030211794	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$196.37	030303416	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$141.37	030572425	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$60.00	032314074	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$62.00	032493982	CLOTHING ALLOWANCE
Total			\$720.53		
59276	10/17/25	GANNETT IOWA LOCALIQ			
E 001-620-6414		PUBLICATIONS	\$427.50	0007341919	PUBLICATIONS
Total			\$427.50		
59277	10/17/25	GRAINGER			
E 001-480-6310		BUILDING REPAIR	\$63.83	9666337051	FACILITY REPAIRS
E 110-210-6507		OPERATING SUPPLIES	\$5.23	9666337069	HARDWARE SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$323.81	9666337077	HARDWARE SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$82.19	9666337085	HARDWARE SUPPLIES
Total			\$475.06		
59278	10/17/25	HELIX PEST SOLUTIONS LLC			
E 110-210-6310		BUILDING REPAIR	\$28.00	11416	SHOP PEST CONTROL
Total			\$28.00		
59279	10/17/25	HERITAGE PETROLEUM LLC			
E 110-210-6331		MOTOR VEHICLE OPER	\$832.18	1294099	FUEL
Total			\$832.18		
59280	10/17/25	HY-VEE ACCOUNTS RECEIVABLE			
E 110-210-6507		OPERATING SUPPLIES	\$9.98		SHOP SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$29.95		SHOP SUPPLIES
E 110-210-6230		TRAINING	\$90.89		TRAINING
Total			\$130.82		
59281	10/17/25	IMAGE 360			
E 110-210-6507		OPERATING SUPPLIES	\$993.30	I-109033	POSTS
Total			\$993.30		
59282	10/17/25	INROADS LLC			
E 110-210-6417		STREET MAINTENANCE	\$195.00	3379	ASPHALT
E 110-210-6417		STREET MAINTENANCE	\$73.50	3393	ASPHALT
Total			\$268.50		
59283	10/17/25	INTERSTATE ALL BATTERY			
E 001-160-6332		REPAIR - VEHICLES & E	\$201.85	19246020627	A553 BATTERY
E 110-210-6507		OPERATING SUPPLIES	\$35.10	19246020629	SUPPLIES



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Batch: PAY20250122.00,PAY20250122.01,101725PAY,101725PAY-2,PRL-102425,PRL-102125,102425PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$236.95		
59284	10/17/25	IOWA DEPT OF PUBLIC SAFETY			
E 001-110-6413		CONTRIBUTIONS & PAY	\$300.00	2452	FY26 1ST QTR FEE
Total			\$300.00		
59285	10/17/25	IOWA MEDICAID ENTERPRISE			
E 001-160-6413		CONTRIBUTIONS & PAY	\$4,997.09	10 2025 (95)	NOV STATE SHARE GEMT PYMT
Total			\$4,997.09		
59286	10/17/25	IOWA ONE CALL			
E 740-865-6413		CONTRIBUTIONS & PAY	\$82.90	275099	LINE LOCATES
Total			\$82.90		
59287	10/17/25	JC MIDWEST SERVICES LLC			
E 740-865-6765		STORM DRAINAGE CAPI	\$1,190.00	29	BIOSWALE IMPROVEMENTS
E 110-210-6310		BUILDING REPAIR	\$630.00	36	PW SHOP WATER REPAIRS
E 110-210-6417		STREET MAINTENANCE	\$245.00	37	DIRT DISPOSAL
Total			\$2,065.00		
59288	10/17/25	KARL CHEVROLET			
E 001-150-6332		REPAIR - VEHICLES & E	\$270.28	402872	E551 TURN SIGNALS
Total			\$270.28		
59289	10/17/25	LETTERMAN CREATIVE			
E 110-210-6180		ALLOWANCES	\$849.10	1241	CLOTHING ALLOWANCE
Total			\$849.10		
59290	10/17/25	LOGAN CONTRACTORS SUPPLY			
E 110-210-6507		OPERATING SUPPLIES	\$92.25	G39553	SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$487.16	G43874	SUPPLIES
E 110-210-6180		ALLOWANCES	\$233.99	G43874	CLOTHING ALLOWANCE
E 110-210-6417		STREET MAINTENANCE	\$80.00	G44996	SUPPLIES
Total			\$893.40		
59291	10/17/25	LOUNSBURY LANDSCAPING			
E 110-210-6417		STREET MAINTENANCE	\$958.57	9511	ROAD MATERIALS
E 740-865-6765		STORM DRAINAGE CAPI	\$5,043.82	9511	BIOSWALE IMPROVEMENTS
Total			\$6,002.39		
59292	10/17/25	LOWE'S			
E 110-210-6507		OPERATING SUPPLIES	\$387.31		SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$54.78		SUPPLIES
E 740-865-6765		STORM DRAINAGE CAPI	\$86.01		BIOSWALE IMP
Total			\$528.10		
59293	10/17/25	MENARDS			
E 110-210-6310		BUILDING REPAIR	\$201.22	13444	SHOP EXTERIOR PAINT SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$27.97	14170	MAINTENANCE
E 110-210-6507		OPERATING SUPPLIES	\$55.04	16454	SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$65.96	16746	PARK SUPPLIES
Total			\$350.19		



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Batch: PAY20250122.00,PAY20250122.01,101725PAY,101725PAY-2,PRL-102425,PRL-102125,102425PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
59294	10/17/25	MERCY ONE CLIVE PHARMACY			
E 001-160-6498		MEDICAL SUPPLIES	\$134.61		MEDICATIONS
		Total	\$134.61		
59295	10/17/25	METRONET			
E 001-615-6373		COMMUNICATIONS	\$415.56		INTERNET
E 001-615-6373		COMMUNICATIONS	\$179.90		INTERNET
		Total	\$595.46		
59296	10/17/25	MOWBILITY SALES AND SERVICE			
E 001-430-6332		REPAIR - VEHICLES & E	\$58.30	163326	EQUIP RENTAL
		Total	\$58.30		
59297	10/17/25	MUNICIPAL SUPPLY INC.			
E 740-865-6765		STORM DRAINAGE CAPI	\$90.34	0954607-IN	BIOSWALE IMP
		Total	\$90.34		
59298	10/17/25	NICHOLS EQUIPMENT LLC			
E 740-865-6765		STORM DRAINAGE CAPI	\$3,860.00	55484	BIOSWALE IMP
E 001-430-6511		BLDG & GROUNDS OPE	\$1,629.75	56032	GROUNDS MAINTENANCE
		Total	\$5,489.75		
59299	10/17/25	NISSEN, ANDREW			
E 001-110-6180		ALLOWANCES	\$73.81		CLOTHING ALLOWANCE
		Total	\$73.81		
59300	10/17/25	O'DONNEL ACE HICKMAN			
E 001-430-6511		BLDG & GROUNDS OPE	\$37.74	605196/6	MULCH
		Total	\$37.74		
59301	10/17/25	OMNI BILLING			
E 001-160-6413		CONTRIBUTIONS & PAY	\$1,032.04	9302025	SEPT RECEIPTS
		Total	\$1,032.04		
59302	10/17/25	O'REILLY AUTO PARTS			
E 001-430-6332		REPAIR - VEHICLES & E	\$43.10	0342-362180	EQUIP REPAIRS
E 001-430-6332		REPAIR - VEHICLES & E	\$47.96	0342-365278	EQUIP REPAIRS
E 001-430-6332		REPAIR - VEHICLES & E	\$14.99	0342-371369	EQUIP REPAIRS
		Total	\$106.05		
59303	10/17/25	PLUMB SUPPLY CO.			
E 001-480-6310		BUILDING REPAIR	\$916.06	S101245635.	CEC RESTROOM REPAIRS
		Total	\$916.06		
59304	10/17/25	PORTER DO-IT BEST HARDWARE			
E 001-430-6511		BLDG & GROUNDS OPE	\$154.00	551498	IRRIGATION INSPECTION
		Total	\$154.00		
59305	10/17/25	PREMIER AUTOMOTIVE			
E 001-110-6332		REPAIR - VEHICLES & E	\$32.10	9074176	CAR 29 TIRE REPAIR
		Total	\$32.10		
59306	10/17/25	PREMIER PLUMBING INC			



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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-430-6511		BLDG & GROUNDS OPE	\$1,189.02	66098	PARK IRRIGATION REPAIR
		Total	\$1,189.02		
59307	10/17/25	QPS EMPLOYMENT GROUP			
E 001-620-6020		SALARIES - PARTTIME	\$345.60	0888855	HANKINS, ALLIE 10/11/25
E 001-620-6020		SALARIES - PARTTIME	(\$345.60)	0888855	HANKINS, ALLIE 10/11/25
E 001-110-6022		SALARIES A.T.E CLAIMS	\$345.60	0888855	HANKINS, ALLIE 10/11/25
		Total	\$345.60		
59308	10/17/25	ROY'S TOWING AND RECOVERY			
E 326-210-6761		CAP OUTLAY	\$100.00	25-44106	68TH ST CONTRUCTION CAR STUCK
		Total	\$100.00		
59309	10/17/25	SHEKAR ENGINEERING, P.L.C.			
E 326-210-6761		CAP OUTLAY	\$308,127.85		68TH ST S PAY REQUEST #6
		Total	\$308,127.85		
59310	10/17/25	SPECTRUM PAINT			
E 110-210-6417		STREET MAINTENANCE	\$186.72	123000463	TRAFFIC PAINT
		Total	\$186.72		
59311	10/17/25	TORGERSON EXCAVATING			
E 326-210-6761		CAP OUTLAY	\$2,400.00	4713	68TH ST SEWER REPAIR
		Total	\$2,400.00		
59312	10/17/25	ULINE			
E 001-430-6507		OPERATING SUPPLIES	\$1,378.58	198186554	PARK SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$540.98	198186555	STREET SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$96.30	198822940	SUPPLIES
		Total	\$2,015.86		
59313	10/17/25	UNITED RENTALS			
E 110-210-6504		MINOR EQUIPMENT	\$492.00	254221364-0	EQUIPMENT RENTAL
		Total	\$492.00		
59314	10/17/25	UNIVERSITY DM ACE HARDWARE			
E 001-430-6507		OPERATING SUPPLIES	\$14.38	708107/7	PARK SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$19.98	708122/7	PARK SUPPLIES
E 110-210-6504		MINOR EQUIPMENT	\$42.37	708133/7	SHOP EQUIPMENT
E 001-430-6507		OPERATING SUPPLIES	\$3.39	708140/7	PARK SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$106.49	708151/7	PARK GROUNDS
E 001-430-6507		OPERATING SUPPLIES	\$26.99	708162/7	PARK SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$26.99	708163/7	PARK SUPPLIES
		Total	\$240.59		
59315	10/17/25	UNPLUGGED WIRELESS COMMUNICATI			
E 001-110-6507		OPERATING SUPPLIES	\$589.38	SPRININ665	RADIO EARPIECES FOR RADIOS
		Total	\$589.38		
59316	10/17/25	VAN WALL EQUIPMENT			
E 001-430-6332		REPAIR - VEHICLES & E	\$87.12	6704762	EQUIP REPAIR
		Total	\$87.12		



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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
59317	10/17/25	WEST DES MOINES TRUE VALUE			
E 001-430-6511		BLDG & GROUNDS OPE	\$43.09		SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$8.98		PARK GROUNDS
E 001-430-6507		OPERATING SUPPLIES	\$32.90		PARK SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$100.79		PARK SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$31.49		PARK SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$31.46		PARK SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$116.98		PARK GROUNDS
E 001-430-6507		OPERATING SUPPLIES	\$55.15		PARK SUPPLIES
E 001-160-6507		OPERATING SUPPLIES	\$48.58		TTL KIT EQUIP
E 001-150-6310		BUILDING REPAIR	\$90.84		ELECTRICAL REPAIR EQUIP
		Total	\$560.26		
59318	10/17/25	WEX FLEET UNIVERSAL			
E 001-160-6331		MOTOR VEHICLE OPER	\$406.20		FUEL
E 001-150-6331		MOTOR VEHICLE OPER	\$560.43		FUEL
E 001-110-6331		MOTOR VEHICLE OPER	\$1,418.75		FUEL
E 110-210-6331		MOTOR VEHICLE OPER	\$952.17		FUEL
		Total	\$3,337.55		
59319	10/17/25	WIESE, KEATON			
E 001-430-6511		BLDG & GROUNDS OPE	\$100.00		GROUNDS MAINTENANCE
		Total	\$100.00		
59320	10/17/25	WRIGHT OUTDOOR SOLUTIONS			
E 001-430-6511		BLDG & GROUNDS OPE	\$4,256.76	15796	LANSCAPE SERVICES
		Total	\$4,256.76		
59321	10/17/25	ZIMCO SUPPLY CO			
E 001-430-6511		BLDG & GROUNDS OPE	\$640.00	214080	PARK GROUNDS
		Total	\$640.00		
59322	10/17/25	ZWC CONDO ASSOC			
E 001-620-6310		BUILDING REPAIR	\$107.00		PEST CONTROL/IRRIGATION
		Total	\$107.00		
59323	10/17/25	BANKERS TRUST COMPANY			
E 001-150-6180		ALLOWANCES	\$80.00	10172025 96	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$109.20	10172025 96	CLOTHING ALLOWANCE
E 001-150-6504		MINOR EQUIPMENT	\$51.96	10172025 96	SCBA COMPRESSOR PARTS
		Total	\$241.16		
59324	10/24/25	AMAZON CAPITAL SERVICES			
E 001-150-6504		MINOR EQUIPMENT	\$66.49	13VP-LLKV-	SOCKET SET
E 001-150-6504		MINOR EQUIPMENT	\$16.14	144T-WW9J-	TOOL BLADES
E 001-150-6504		MINOR EQUIPMENT	\$22.65	1DVW-R64C-	SAW BLADES
E 001-150-6504		MINOR EQUIPMENT	\$7.99	1RCJ-FLDQ-	SOCKET ADAPTER
E 001-150-6504		MINOR EQUIPMENT	\$30.39	1RCJ-FLDQ-	CUTTING WHEELS
E 001-150-6504		MINOR EQUIPMENT	\$16.99	1WXD-X17N-	CIRCULAR SAW BLADES
		Total	\$160.65		
59325	10/24/25	BOLTON & MENK			



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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 326-210-6407		PROF FEES/ENGINEERI	\$29,347.50	0376912	68TH ST SOUTH
E 322-210-6407		PROF FEES/ENGINEERI	\$31,449.00	0376919	73RD ST ENG
E 328-210-6407		PROF FEES/ENGINEERI	\$729.00	0376920	74TH ST ENG
E 001-620-6407		PROF FEES/ENGINEERI	\$12,637.50	0376926	GENERAL ENG
E 740-865-6407		PROF FEES/ENGINEERI	\$438.00	0376927	WILSHIRE STORM ENG
Total			\$74,601.00		
59326	10/24/25	CONSTRUCTION MATERIALS TESTING			
E 322-210-6761		CAP OUTLAY	\$8,439.75	56704	73RD ST MATERIAL TESTING
Total			\$8,439.75		
59327	10/24/25	GALLS LLC			
E 001-150-6180		ALLOWANCES	\$156.38	031712910	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$88.81	031724835	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$33.82	031753030	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$70.30	031763664	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$32.76	031923303	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$83.52	032048970	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$535.13	032301832	CLOTHING ALLOWANCE
E 001-150-6180		ALLOWANCES	\$67.22	032422365	CLOTHING ALLOWANCE
Total			\$1,067.94		
59328	10/24/25	HOTT OFF THE PRESS			
E 001-620-6374		NEWSLETTERS	\$1,794.01	36162	OCT NEWSLETTER
Total			\$1,794.01		
59329	10/24/25	IACP			
E 001-110-6120		DUES & MEMBERSHIPS	\$525.00	0428969	RENEWAL FOR IACP ID 02122664
Total			\$525.00		
59330	10/24/25	METRO WASTE AUTHORITY			
E 670-840-6490		OTHER PROF SERVICE	\$300.00	40086288	YARD WASTE STICKER 200
E 670-840-6490		OTHER PROF SERVICE	\$250.00	70031112	LARGE ITEM STICKERS 50
Total			\$550.00		
59331	10/24/25	NAPA AUTO PARTS			
E 001-110-6332		REPAIR - VEHICLES & E	\$71.64	676944	WIPERS/WASHER FLUID
Total			\$71.64		
59332	10/24/25	SKERIES, SUSAN			
E 001-470-6499		MISC/REFUNDS	\$121.50		VETS DAY INVITES REIMBURSEMENT
Total			\$121.50		
59333	10/24/25	THE SHREDDER			
E 001-110-6507		OPERATING SUPPLIES	\$45.00	305970	SHREDDING
Total			\$45.00		
59334	10/24/25	UNITYPOINT HEALTH			
E 112-110-6180		ALLOWANCES	\$104.29	282837	DRUG SCREEN
E 112-150-6180		ALLOWANCES	\$54.29	283135	DRUG SCREEN
Total			\$158.58		
1110			\$1,041,510.49		

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Batch: PAY20250122.00,PAY20250122.01,101725PAY,101725PAY-2,PRL-102425,PRL-102125,102425PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**1110 CASH**

001 GENERAL	\$126,372.13
110 ROAD USE TAX	\$19,219.21
112 EMPLOYEE BENEFITS	\$158.58
322 73RD STREET	\$527,104.68
326 68TH STREET SOUTH	\$340,184.76
328 74TH STREET	\$729.00
350 EQUIPMENT REVOLVING FUND	\$13,729.27
670 GARBAGE/RECYCLING	\$550.00
740 STORM WATER	\$13,462.86
	\$1,041,510.49



STAFF REPORT
CITY COUNCIL
November 3, 2025

TO: CITY COUNCIL

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

SUBJECT: Consideration of Updates to CEC Fee Waiver Policy

GENERAL INFORMATION

The CEC Guidelines & Information document has been redlined with proposed changes based on feedback and staff suggestions. The changes focus on making the document clearer and providing more guidance regarding non-profit fee waivers.

- Rental deposit updated to 50% of base rental amount (to reflect current practices)
- Clarified that the cleaning fee is non-optional for weekend rentals (this is stated in our rental agreement already; this update simply brings this document in line with current practices)
- Updated so that an off-duty WHPD officer must be present for the entire time that alcohol is consumed, rather than served, based on feedback from the PD to ensure the safety of guests and the security of the CEC
- Clarified that officers may shut down any event in violation of the guidelines, including events serving alcohol in which they stated no alcohol would be present
- Added a line regarding Bluetooth, as an external connection button was recently added by Brian in Public Works (big thanks to Brian for getting this set up)
- Updated our furniture listing to include rectangular tables, podium, and mic stand
- Clarified verbiage in overnight storage section
- Fee waiver updates:
 1. Requests should be submitted 30-60 days prior to the event. This time-frame would typically ensure a City Council meeting occur prior to the proposed date and typically avoid a no fee booking conflict with a potential paid booking.
 2. Requests for weekday (Mon-Thurs) rentals are given priority
 3. Fees are held in abeyance until Council can consider (covers our policy that states that dates are not held until deposit is paid)

ATTACHMENTS

1. CEC Guidelines Draft 10-29-25



WINDSOR HEIGHTS COMMUNITY CENTER GUIDELINES & INFORMATION

For more information please call:
515-645-6826

Facility Hours

6 a.m. – Midnight, 7 days a week.

Maximum occupancy

Maximum occupancy is 218 people (200 seated).

Confirming a Reservation

Three things are required to confirm a reservation:

1. A completed Facility Use and Alcohol Responsibility Agreement (available online and at City Hall)
2. Rental Deposit:
 - a. 50% of ~~total~~base rental amount if booking an event more than 60 days away
 - b. 100% of total rental amount if booking an event that is taking place within 60 days
3. A credit card number to keep on file for damages or cleaning

Payment

Payment can be made in the following ways:

- by credit card on our website at www.windsorheights.org
- by credit card over the phone at 515-645-6826
- at City Hall (1145 66th Street, Suite 1, Windsor Heights, IA 50324) by cash, check, or credit card

Cancellations

Refunds are only granted under extenuating circumstances after approval by the City Administrator.

Cleaning

Renters may choose to pay a cleaning fee equal to the City's cost or leave the Community Event Center in the condition that it was found. If renters fail to clean when they have declined the cleaning fee, the renter will be responsible for additional cleaning charges at a minimum of the City's cost, plus up to a 50% penalty. This cleaning fee is non-optional for rentals on Fridays, Saturdays, or Sundays.

Alcohol

- No hard liquor is allowed in the facility.
- An off-duty Windsor Heights Police Officer must be present for the entire time that alcohol is ~~served~~consumed (3 hour minimum). Payment for the off-duty officer must be made directly to the officer by means of personal check 30 days prior to the event. An invoice will be sent by the Windsor Heights Police Officers Association 60 days prior to the event.
- No cash bar service is allowed in the Community Center. All alcohol must be free to guests.

- [Windsor Heights officers reserve the right to enter the space and immediately terminate rentals in violation.-](#)

Catering

There are no restrictions on catering.

A/V Equipment

The following equipment is available in the full or 2/3 space: a projector and screen, wireless microphones, an HDMI port, Bluetooth, and sound system. [The Bluetooth connection can be configured on the left wall of the storage room.](#)

Waiver of Fees for Community Events

Fees may be waived by the Windsor Heights City Council for events in the Community Center on a special case basis for non-profit organizations. This is at the sole discretion of the Council; no fee waivers will be approved by city staff. Please coordinate these requests with city staff ~~at between 30 and 60 days~~[least 30 days](#) prior to the [proposed](#) rental date. [Waiver requests for events between Monday and Thursday will receive preferential consideration to weekend requests. Organizations and their parent entities should limit waiver requests to a one submission per year. Fees will be held in abeyance until Council can consider the waiver.](#) Our cleaning policy is still in effect; organizations may choose to pay a cleaning fee equal to the City's cost or leave the Community Event Center in the condition that it was found. If renters fail to clean when they have declined the cleaning fee, the renter will be responsible for additional cleaning charges at a minimum of the City's cost, plus up to a 50% penalty. See Community Center Rental Rates for details.

Minimum Rental Times

Full day on Saturdays; 2 hours on all other days.

Furniture included with rental

- [20 – 72” round tables](#)
- [4 – 72” rectangular tables](#)
- 200 chairs
- [Podium & microphone stand](#)
- If it is in the facility, it is available to use.

Overnight Storage

Overnight storage of items is only allowed for consecutive-day rentals, provided that no one else has booked the facility in between the rentals. Any items left in the facility [after an event](#) will be disposed of.

Holdover Fees

Renters must exit the facility prior to the reservation end time. Failure to do so will result in holdover fees equal to 1.5x the hourly rental rate per additional hour. Partial hours are rounded up.

Kitchen Information

There are two kitchens in the facility: a catering kitchen and a concession kitchen. Both are available for use if you rent the full space. Only the catering kitchen is available when renting the 2/3 space. Only the concession kitchen is available when renting the 1/3 space.

Decoration Guidelines

Time needed to set up and take down decorations must be included in the rental.

- All decorations must be completely taken down at the end of the rental period.
- We encourage renters to use command hooks and 3M strips.
- The following are prohibited:
 - Tape (painter's tape or gaffer's tape is acceptable)
 - Thumbtacks
 - Nails
 - Open flames (unenclosed table candles)
 - Rice
 - Fog machines
 - Fireworks
 - Glitter
 - Confetti
 - Silly string

Pavilion

The city offers the pavilion on the southwest side of Colby Park for rent. There are electrical outlets and lights within the pavilion, but no AV system. The same guidelines and policies for the Community Center apply to the pavilion.

Community Center Rental Rates			
	Non- Resident Rate	Non-Profit Rate (Proof will be required)	Resident Rate (Proof will be required)
Saturday 6 AM – Midnight	\$2,800		
Weekend 6 PM Fri to 6 PM Sun	\$5,600 Includes overnight storage; renters must still vacate from 12 AM-6AM each night		
1/3 Space Minimum 2 -hour rental	\$130 per hour	\$112 per hour	\$91 per hour
2/3 Space Minimum 2-hour rental	\$155 per hour	\$132 per hour	\$109 per hour
Full Space Minimum 2-hour rental	\$210 per hour	\$176 per hour	\$147 per hour
Full Space 6 AM – Midnight	\$2,800 Full day		
Cleaning Fees	At City's cost This fee is optional for Mon-Thurs rentals and non-optional for Fri-Sun rentals		
Pavilion 8-hour rental	\$100	\$75	\$70
Pavilion 4-hour rental	\$50	\$37.50	\$35
Resident/Non-Profit will be required to show proof of residency or non-profit status.			



STAFF REPORT
CITY COUNCIL
November 3, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Mayor, Council Reports and Committee Updates, and Administration Reports

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
November 3, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Mayor's Report

GENERAL INFORMATION

ATTACHMENTS

1. Mayor's Report 10-24-2025

MAYOR'S REPORT

September 10th, 2025 – October 24th, 2025

- On September 10th the Mid-Iowa Association of Local Governments (MIALG) visited the Water Works. Unbelievably, despite growing up in Des Moines, I had never actually visited the campus. It was fun learning where our water comes from and how hard their team works to make sure we get clean, safe, drinking water.
- On September 13th I volunteered at the Polk County Democrats Steak Fry.
- On September 18th there were a number of meetings, first being the Metropolitan Planning Organization (MPO) Personnel committee. There, we discussed the procedure for how the executive director was to be evaluated. Later, the MPO Policy Committee met, where the most interesting discussion was around the Central Iowa Trail Roughness Condition Report, found here: <https://storymaps.arcgis.com/stories/ad101b1ccb484a8aaa8397cf194d3053>. There was not a significant amount of data around Windsor Heights and the only data that was provided was in the area where the trail is knowingly poor, by Wal-Mart. Finally, the Public Safety Committee meeting met, where we heard from the CIT team from Urbandale, received updates regarding the fire engine sale and discussed potential future staffing models for the PD.
- On September 19th the special events committee met where we discussed fall festival, veterans day and windsor wonderland.
- On October 1st I took part in presenting Immanuel Pathways with the Windsor Heights Chamber of Commerce Business of the Year.
- On October 4th and 5th but moreso the 5th, I took part in Windsor Heights Fall Festival. As always, it was a wonderful event and congratulations to Lauren and Susan for a wonderful turnout. Thank you to them for all of their hard work, to staff for all of their sacrifices, to all of the volunteers for putting in time to make a great event possible.



- On October 8th AJ and I surprised Susan at Prairie Meadows as she received the 2025 Community Champion Award from Catch Des Moines. It was well earned as Susan dedicates so much time not only to our community but across the Des Moines Metro.
- On October 14th Threase and I attended the Metropolitan Advisory Council (MAC) meeting at Polk County Emergency Management, where majority of the discussion was dedicated to “Electric Rideables.” I detailed majority of this conversation in an email to council but for the benefit of the public, as well, municipalities across the metro are seeing an increasing number of issues with electric scooters, hoverboards, and miniature dirtbikes that are being ridden by children. They are being ridden on trails, sidewalks and roads. Often illegally. There aren’t rules, the users aren’t wearing helmets, they aren’t being policed, etcetera. There was consensus from everyone there that something needs to be done to make sure that users and those around them are protected.
- On October 16th there was once again a list of meetings to attend. In the afternoon I attended the MPO Funding Review Committee, where we talked about the future of STBG awards. We will be moving to a two-year schedule, at least for this year, and there is a thought that the MPO will be doing that moving forward. Afterwards, the MPO Policy Committee met where we received a number of updates on ongoing projects that I’ve discussed in previous reports (and this one) including the Active Transportation Plan and the Regional Trail Pavement Condition. We also heard a presentation from America Walks.
- In the evening, I attended and spoke at the Bridges of Iowa 25th Anniversary. It was an incredible turnout and congratulations to BOI on their success as an organization.



- On October 17th I attended Funding Futures: Housing Partnerships in Action, a bus tour hosted by the Polk County Housing Trust Fund. We visited affordable housing projects all across the Metro and it was great to get some ideas about how to bring affordable housing to Windsor

Heights. I also attended the Special Events Committee, as best as I could, before I had to turn my full attention to the bus tour.

- On October 20th I attended a ribbon cutting for Matt Kneifl – Edward Jones alongside Councilor Skeries, celebrating their renovations to the building. As I said during my remarks, it has come a long way since Camelot Cleaners and their continued commitment to the Chamber is greatly appreciated.



- Finally, on October 21st I gave an interview for the Uplift documentary re: the Universal Basic Income Project.