

## CITY COUNCIL MEETING NOTICE TUESDAY OCTOBER 26<sup>th</sup>, 2021, 6:00 P.M.

#### **CITY COUNCIL CHAMBERS**

#### **AGENDA**

- 1. ROLL CALL
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED
- 3. PRESENTATION/RECOGNITION
- 4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)
- 5. PUBLIC HEARINGS
- 6. CONSENT AGENDA These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.
  - a) Approve Minutes from the October 12<sup>th</sup> Regular Meeting
  - b) Approve Payment of Bills
  - c) Motion to Approve 6 Month Probationary Memberships to Huxley Fire & Rescue Department for Katie Judge, Jenna Pilcher, and Nikolas Pilcher
  - d) Motion to Approve Roden Plat of Survey
  - e) Approve Resolution No. 21-097 Purchase of Police Vehicle (FY 22 CIP)
  - f) Third Reading of Ordinance No. 519 on Hard Surface Paving
  - g) Second Reading of Ordinance No. 521 Meadowlane Rezoning and Motion to Waive Third Reading

#### 7. BUSINESS ITEMS

- a) Approve Resolution No. 21-087 Approving Contract and Bonds- Shallow Well No. 7 Project
- b) Approve Resolution No. 21-088 Approving Contract and Bonds for the Water Treatment Plant Improvements Project
- c) Approve Resolution No. 21-094 Plans, Specifications, Form of Contract and Estimated Cost for the Street Repair Projects
- d) Approve Resolution No. 21-096 Award Contract for the Street Repair Projects to Manatt's and Authorize Mayor to Execute Contract
- e) Approve Resolution No. 21-098 Resolution Approving Bond Purchase Agreement for the Sale of Water Revenue Improvement and Refunding Bonds, Series 2021A and Authorizing the Call of Water Revenue Refunding Bonds, Series 2013B
- f) Approve Resolution No. 21-099 Resolution Authorizing Early Redemption of Sewer Revenue Refunding Bonds, Series 2013C
- g) Approve Resolution No. 21-100 Resolution Authorizing Early Redemption of a General Obligation Emergency Vehicle Acquisitions Note
- h) Approve Resolution No. 21-101 Preliminary Terms of Agreement with Blue Sky Estates
- i) Approve Resolution No. 21-102 Preliminary Terms of Agreement with Ballard Plaza, LLC

- 8. INFORMATIONAL ITEMS
- 9. CITY ADMINISTRATOR AND DIRECTOR REPORTS
- **10. MAYOR AND COUNCIL REPORTS**
- 11. ADJOURNMENT

#### **UPCOMING WORK SESSION TOPICS AND REGULAR AGENDA ITEMS**

Final Report August 2020 Derecho (November 2)
Space Needs Analysis/Comprehensive Plan (November 2)
FY 2023 Budget
Connecting Huxley Follow Up-Council Priorities
Annexation
Other Topics of Interest to Mayor and Council

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Monday morning preceding Tuesday's council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.

## HUXLEY CITY COUNCIL MEETING MINUTES Tuesday, October 12, 2021

These minutes are as recorded by the City Clerk and are subject to City Council approval at the next regular council meeting.

**COUNCIL MEETING:** The Huxley City Council held a meeting on the above date pursuant to rules of the council, notice posted at City Hall and onto website. Mayor Deaton called the meeting to order at 6:00 pm.

ROLL CALL: Kuhn, Peterson, Easter, Mulder; Roberts – in at 6:20pm

**AGENDA APPROVAL:** Motion by Peterson, second by Mulder to approve agenda as presented. Roll Call: Peterson, Kuhn, Easter, Mulder voted yes. Motion carried.

**CITY STAFF PRESENT**: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Jeff Peterson, Public Works Director, Keith Vitzthum – Asst. Public Works Director, Todd Moomaw – Fire Chief, Nathan Albaugh – Police Sargeant, Mat Kahler – Street Superintendent

**CONSULTANTS PRESENT:** Chip Schultz – city financial advisor/Northland Public Finance; Forrest Aldrich – city engineer/Veenstra & Kimm

**PUBLIC COMMENT:** Todd Howlett – contractor with Shank Construction, offered information on their firm and asked council to consider their bid for the Water Treatment Plant Expansion.

#### **PUBLIC HEARINGS:**

Meadow Lane Rezoning

Mayor opened meeting at 6:03pm. There were no public comments. Motion – Peterson, second – Easter to close hearing. 4 ayes, 0 nays.

Propose Plans, Specifications, Form of Contract and Estimate of Cost for the Street Repair Projects, and Taking of Bids

Mayor opened meeting at 6:04pm. There were no public comments. Motion – Peterson, second – Easter to close hearing. 4 ayes, 0 nays.

#### **CONSENT AGENDA:**

Motion by Mulder, second by Easter to approve Consent Agenda as listed below:

- a. Approve Minutes from the September 14 and September 28, 2021 Regular Meetings and October 5 Work Session
- b. Approve Payment of Bills
- c. Second Reading of Ordinance No. 519 on Hard Surface Paving
- d. First Reading of Ordinance No. 521 Meadowlane Rezoning

Councilman Mulder pointed out error on September 28<sup>th</sup> minutes with tree spade resolution. Also asked about status of agreement with City of Kelley for ambulance services. Roll Call: Mulder, Peterson, Kuhn, Easter voted yes. Motion carried.

#### Claims::

A KING'S THRONE, LLC	PORT-O-JOHNS FOR SOCCER FIELD	305.90
ALLIANT ENERGY	GAS AND ELECTRIC	12,314.79
AMERICAN BUSINESS PHONES	PHONES AT WWTP AND STREET DEPT	1,673.22
AMERICAN MECHANICAL	TRADE PERMIT REFUND	77.00
BRICK GENTRY P.C.	FIRE AND RESCUE	1,148.75
BROWN SUPPLY CO. INC.	COUPLINGS AND ADAPTERS	294.44
BROWNELLS, INC.	RIFLE PARTS	738.73
CINTAS CORPORATION	FIRST AID SUPPLIES	43.63
COMPASS MINERALS AMERICA	COARSE ROCK SALT	7,556.25
DAVID WILCOX	BOOT CAMP INSTRUCTOR	140.00
ENVIRONMENTAL RESOURCE ASS	NUTRIENTS RETEST	104.30
ERIN LUENSE	YOGA INSTRUCTOR	290.00
GALLS, LLC- DBA CARPENTER	PD UNIFORM PARTS	383.07
GARBAGE GUYS	AUG, SEPT, OCT REMOVAL	830.00
GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	269.35
GREENLAND HOMES	BUILDING PERMIT DEPOSIT REFUND	1,000.00
GREENTECH OF IOWA, LLC	INTAKE BASKET	100.00

HAWKINS, INC.	WATER TREATMENT CHEMICALS	2,849.32
HILLYARD/DES MOINES	HAND SOAP DISPENSERS	97.08
HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	1,584.55
IAWEA	FIVE REGISTRATIONS	200.00
INNOVATIONAL WATER SOLUTIO	HYDRONIC TESTING-GEOTHERMAL	250.00
INTEGRATED PRINT SOLUTIONS	VOLLEYBALL JERSEYS	1,558.30
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	14,067.65
IOWA BOARD OF PHARMACY	IOWA BOARD OF PHARMACY	90.00
IOWA DNR	2022 ANNUAL WATER USE FEE	95.00
LISA MADISON	CIRL BASKETBALL REFUND	75.00
MADISON WILCOX	BARRE INSTRUCTOR	65.00
MARCO TECHNOLOGIES LLC	CITY ADMIN COPIER AGREEMENT	306.75
MCFARLAND CLINIC	PRE-EMPLOYMENT PHYSICAL	34.00
MENARDS - AMES	LUMBER	219.12
MID-IOWA SOLID WASTE EQUIP	NEW CAMERA TRAILER	193,478.29
MIDWEST ALARM SERVICES	SERVICE CALL AT 3C'S	445.08
MISCELLANEOUS VENDOR	COOK, VIRGINIA :US REFUND	278.46
NICKOLAY CONSULTING, LLC	MONTHLY IT SUPPORT	115.00
OXEN TECHNOLOGY	EMAIL NAME CHANGE	415.00
PEPSI-COLA	VENDING PRODUCT	293.78
ROBERTS, SUSAN	MILEAGE REIMBURSEMENT	20.16
SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	2,662.71
SIGNARAMA	DECALS FOR CAMERA TRAILER	479.36
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	326.71
STILLWELL SALES, LLC	SKID STEER TREE SPADE	6,350.00
SUNSET LAW ENFORCEMENT	AMMO	101.45
TASC	FLEX BENEFIT PLANS	577.05
TASC - CLIENT INVOICES	NOVEMBER FLEX PLAN ADMIN FEES	69.82
TONYA BECKER	TRX FUSION	60.00
VAN-WALL EQUIPMENT INC.	PLUG, CABLE, AXLE, WHEEL	282.22
VEENSTRA & KIMM, INC.	SIDEWALK INFILL PROGRAM	59,981.34

		<u>Expenses</u>	Revenues
001	General Fund	22,757.60	76,880.55
002	Library	3,046.76	2,159.46
003	Recreation	3,701.08	17,150.31
004	Fire and Rescue	1,274.71	25.99
014	Ambulance	419.31	670.07
110	Street	6,870.05	25.00
325	E. 1 <sup>ST</sup> St. Reconstruction	10,166.07	
345	Water Plant Expansion	47,033.27	
398	Derecho		555.16
600	Water	13,987.37	87,079.66
610	Sewer	198,002.28	67,137.76
	Payroll	63,678.61	
	Grand Total	\$ 370,937.11	\$ 251,683.96

#### **BUSINESS ITEMS:**

Motion – Easter, second – Roberts on Resolution No. 21-085 Awarding Contract for the Water Treatment Plant Improvements Project. Mulder expressed concern with project being over budget. Kuhn stated his concern with the high cost of project and felt city should utilize conservative tactics at this time in lieu of expansion. Roll Call: Peterson, Roberts, Easter, Mulder voted yes; Kuhn voted no.

Motion – Peterson, second – Mulder on Resolution No. 21-086 Awarding Contract for the Water System Improvements – Shallow Well No. 7 Project. Roll Call: Easter, Roberts, Peterson, Mulder voted yes; Kuhn voted no. Motion carried.

Motion – Peterson, second- Easter on Resolution No. 21-095 Authorizing Use of a Preliminary Official Statement for the Sale of General Obligation Water Revenue Improvement and Refunding Bonds, Series 2021A. Roll Call: Roberts, Easter, Mulder, Peterson voted yes; Kuhn voted no. Motion carried.

Motion – Mulder, second – Peterson on Resolution No. 21-092 FY 2022 Capital Improvement Plan (CIP). Council stated each project must come before council for review and approval. Roll Call: Easter, Roberts, Peterson voted yes; Mulder, Kuhn voted no. Motion carried.

Resolution No. 21-094 Plans, Specifications, Form of Contract and Estimated Cost for the Street Repair Projects. Council would like to see plans and specification before taking any action. No action taken.

ADJOURNMENT: Motion – Easter, second – Peterson to adjourn meeting at 7:25pm. 5 ayes, 0 nays. Motion carried.

Submitted by: Jolene R. Lettow, City Clerk

#### 10-26-21 Council Claims

	Α	В		C
1 V	ENDOR NAME	DESCRIPTION	GROS	S AMOUNT
2 A	AIDEN BAUER	FLAG FB REFEREE	\$	120.00
3 B	SAKER & TAYLOR ENTERTAINME	BOOKS	\$	535.17
4 B	OUND TREE MEDICAL	AMBULANCE SUPPLIES	\$	446.25
5 B	RENDEN WRIGHT	FLAG FB REFEREE	\$	156.00
6 B	SUD'S AUTO REPAIR INC	PD VEHICLE SERVICE	\$	1,003.99
7 C	CARDMEMBER SERVICE	SEE ATTACHED	\$	4,290.21
8 C	CHANDA WRIGHT	CIRL BBALL JERSEY REFUND	\$	30.00
9 C	CLARK BUILDERS	BUILDING PERMIT DEPOSIT REFUND	\$	1,000.00
10 C	COMPASS MINERALS AMERICA	COURSE SALT	\$	3,823.74
11 C	OMPUTER RESOURCE SPECIALI	LIBRARY IT WORK	\$	67.50
12 C	CONSUMERS ENERGY	ELECTRIC	\$	10,030.12
13 D	DACIA BUSS	FLAG FB AND SOCCER REFEREE	\$	240.00
14 D	DANKO EMERGENCY EQUIPMENT	WIPES, STRAPS, GLOVES	\$	1,602.98
15 D	DES MOINES STAMP MFG. CO.	NOTARY STAMP FOR PD	\$	33.00
16 D	DESTINY HOMES, LLC	BUILDING PERMIT DEPOSIT REFUND	\$	1,000.00
	IRE SERVICE TRAINING BURE	CERT FEES FOR HMAO AND FF1	\$	100.00
18 G	GALLS, LLC- DBA CARPENTER	PD UNIFORM PARTS	\$	78.98
_	FRANT NASON	SOCCER REFEREE	\$	126.00
20 H	ACH COMPANY	WATER TREATMENT CHEMICALS	\$	352.10
_	OKEL MACHINE SUPPLY	NUTS, BOLTS, CYLINDER RENTAL	\$	83.25
_	HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUND	\$	1,000.00
_	-80 CONCRETE	FIVE YARDS OF C4 CONCRETE	\$	752.05
_	NTERNAL REVENUE SERVICE	PAYROLL TAXES	\$	14,164.77
_	NTERSTATE BATTERIES	BATTERIES FOR AIRPACKS	\$	379.64
_	OWA DOT	JANITORIAL SUPPLIES	\$	101.60
_	OWA FIREFIGHTERS ASSOCIAT	DEPARTMENT MEMBERSHIPS	\$	351.00
_	OWA ONE CALL	EMAIL LOCATES	\$	122.40
_	SAIAH ZIEGLER	FLAG FOOTBALL REFEREE	\$	169.00
_	TRON, INC.	SOFTWARE AND HARDWARE MAINT.	\$	1,377.99
_	OSEPH FERGUSON, SFAM HUXL	BUILDING PERMIT DEPOSIT REFUND	\$	1,000.00
	EMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$	558.04
_	CERMIT MISKELL & SONS LTD	CUTTER ASB & SKID	\$	610.01
_	(EYSTONE LABORATORIES	MONTHLY SAMPLING	\$	223.70
_	ILLY HUNTRODS	SOCCER REFEREE	\$	144.00
_	INDA BETSINGER MCCANN	LIBRARY SPEAKER	\$	75.00
_	OGAN HUNTRODS	SOCCER REFEREE	\$	52.00
_	MARY GREELEY MEDICAL CENTE	FD PREEMPLOYMENT EXAM	\$	980.95
$\overline{}$	MENARDS - AMES	HEAVY DUTY TARP	\$	69.99
$\overline{}$	MUNICIPAL SUPPLY	LOCATE FLAGS	\$	92.00
_	NEW CENTURY FS INC	UNLEADED AND DIESEL FUEL	\$	2,612.80
_	OVERHEAD DOOR COMPANY OF D	SERVICE ON TWO OVERHEAD DOORS	\$	250.75
_	POSTMASTER	BULK POSTAGE	\$	482.34
	PREMIER	LIBRARY PRINTER FEES	\$	41.73
_	RAY O'HERRON CO. INC.	GLOCK NIGHT SIGHTS	\$	183.33
_	SHAFFER'S AUTO BODY CO INC	2021 EXPLORER BODY REPAIR	\$	607.29

#### 10-26-21 Council Claims

	A	В		С
47	STAR EQUIPMENT LTD.	DIAMOND BLADE FOR SAW	\$	50.00
48	STORY COUNTY RECORDER	RECORDING FEES	\$	19.50
49	STORY COUNTY TREASURER	SEPT PARKING TICKET STOP FEE	\$	5.00
50	SYNCB/AMAZON	DVDS, BOOKS, OFFICE, & PRIME	\$	421.90
51	TASC	FLEX BENEFIT PLANS	\$	577.05
52	THE DES MOINES REGISTER	ANNUAL SUBSCRIPTION	\$	322.03
53	THOMAS ANDERSON	SOCCER REFEREE	\$	48.00
54	TUCKER LINDSEY	SOCCER REFEREE	\$	108.00
55	U.S. BANK EQUIPMENT FINANC	LIBRARY COPIER LEASE	\$	103.22
56	UNMANNED VEHICLE TECHNOLOG	DRONE FOR PD	\$	7,201.88
57	VAN WERT COMPANY	METERS WITH ERTS	\$	4,254.04
58	VERIZON WIRELESS	PUBLIC WORKS CELL PHONES	\$	334.20
59	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONES	\$	80.13
60	Payroll Expense		\$	63,056.97
61	GRAND TOTAL		\$	128,103.59
62			•	
63		FUND TOTALS		
64	001 GENERAL FUND	\$ 22,484.33		
_	002 LIBRARY	\$ 2,781.76		
_	003 RECREATION	\$ 4,867.98		
67	004 FIRE AND RESCUE	\$ 3,628.74		
_	014 AMBULANCE	\$ 1,028.19		
69	110 ROAD USE TAX	\$ 3,584.16		
70	398 DERECHO STORM	\$ 476.19		
71	600 WATER UTILITY	\$ 15,586.39		
_	610 SEWER UTILITY	\$ 10,608.88		
_	01 PAYROLL EXPENSE	\$ 63,056.97		
_	GRAND TOTAL	\$ 128,103.59		
75	ONAID TOTAL	7 120,103.33		
_	TRUE VALUE BREAK DOWN			
70	THOSE VALUE SHEAR DOWN			
		hose, connector, bit set, device ring, key		
77	P&R	identifier, key, tog switch, field paint,	\$	153.96
_	Water	hooks, recip blade	\$	25.98
_	Derecho	paint, landscaping fabric	\$	40.96
	Ambulance	electric plug in	\$	10.99
00	Ambdiance	snap knife, flap disc, bowl brush, clip	Ą	10.55
		organizer, nuts & bolts, wastebasket,		
		hooks, brackets, clip box, velcro strip,		
	Wastewater	trimmer line, elec tape	خ	02.24
21	AAGSTEMATEL		\$	83.34
81		leunar alua invenina huchinge elin can		
81		super glue, pvc pipe, bushings, slip cap,		
	Stroots	pvc cement, coupling, adapter, grass seed,	ć	105.00
	Streets		\$	185.86 56.95

VISA (9/1/21-10/01/21)		
	amazon prime, adobe, pro, zoom, forever	
Admin	envelopes, forever envelopes, notary	\$ 884.68
Fire	background check	\$ 15.00
	iamu registration, glove dispenser, paper	
Wastewater	towel holder	\$ 155.19
Derecho	river rock, tree bag protectors, donuts, pop	\$ 435.23
	soccer balls, mesh ball bags, sept	
	newsletter, case of glass cleaner, cardstock,	
	planner, fans, fnl flag fb erseys, sports ad	
	traffic cones, leaf blower, hose, ink	
	cartridges, facebook ad, air filter, basketball	
Parks & Rec	nets, fitness on demand, whistles, landyards	\$ 2,286.74
	sledge replacement handle, measuring	
Parks	wheel	\$ 67.02
PD	dvds and cases, arlo camera mount	\$ 85.07
	awwa membership, iamu registration,	
Water	return of port switch	\$ 338.24
Streets	maps of storm sewer	\$ 16.38
Library	postage	\$ 6.66
GRAND TOTAL		\$ 4,290.21

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## Huxley Fire and Rescue

104 Railway Huxley, Iowa 50124

Huxley Mayor and City Council:

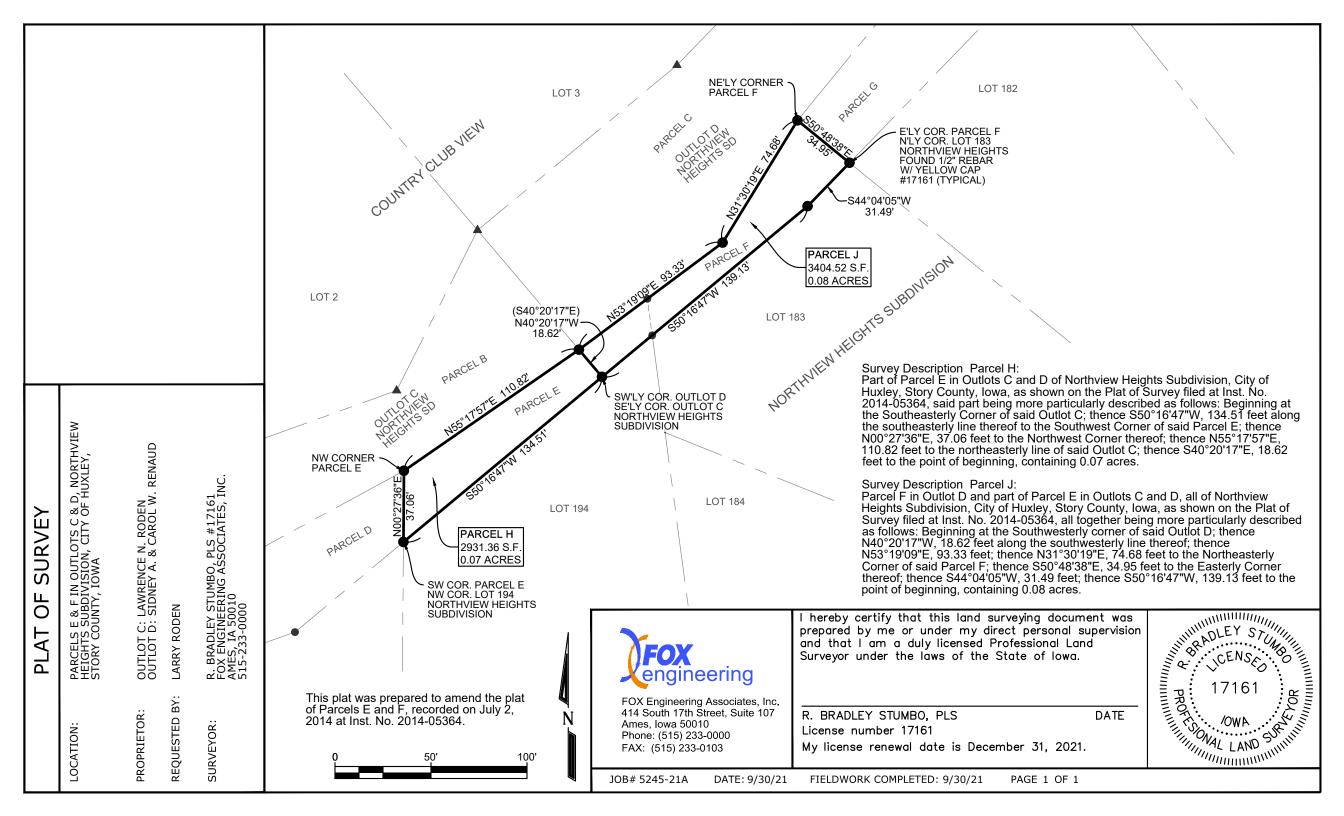
Please consider **Katie Judge** for 6 month Probationary Membership with Huxley Fire & Rescue. Katie is a Huxley resident with a medical background.

Please consider **Jenna Pilcher** for 6 month Probationary Membership with Huxley Fire & Rescue. Jenna is a Huxley resident with a medical background and extensive education.

Please consider **Nikolas Pilcher** for 6 month Probationary Membership with Huxley Fire & Rescue. Nikolas is a Huxley resident with military experience.

Thank You for your consideration,

Todd Moomaw, Chief, Huxley Fire Rescue



#### **RESOLUTION NO. 21-097**

## RESOLUTION APPROVING PURCHASE OF POLICE PATROL VEHICLE AND ASSOCIATED EQUIPMENT

**WHEREAS**, on October 12, 2021 by Resolution No. 21-092, City Council approved the FY 2022 Capital Improvements Plan (CIP) and;

**WHEREAS**, included in the plan was the purchase of a police patrol vehicle and associated equipment;

**WHEREAS,** bids were solicited and the recommendation is to approve purchase of the vehicle in the amount of \$46,250.63 and

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of Huxley, Iowa, as follows: The vehicle purchase and associated equipment is hereby approved.

Roll Call	Aye	Nay	Absent	
Nate Easter				
David Kuhn			<del></del>	
Greg Mulder			<del></del>	
Rick Peterson				
Tracey Roberts				
Tracey Roberts				
	<u> 4</u>	APPROVAL BY M	<u>AYOR</u>	
I hereby approve Mayor of the City of Huxle			-097 by affixing below my of , 2021.	ficial signature as
		Kevin Deaton,	Mayor	

ATTEST:

Jolene R. Lettow, City Clerk

	2530 	VEHICL	E ORDER	CONFI	RMA I ION		07/30/2 Dea	21 11:21:14 ler: F53031
		202	1 FXPLOR	RFR 4-1	DOOR	<del></del>	P;	ler: F53031 age: 1 of 2
Orde	er No: B484 Pri	oritv: J2	Ord FIN	1: OS0	39 Ord	er Type: !	5B Price	Level: 145
Ord	Code: 500A Cust/F	lt Name: S	TOCK		-	O Number:	STO	OCK PI
	Code: 500A Cust/F	RETAIL			·		RETAIL	
K8A	4DR AWD POLICE	\$40845		60R	NOISE	SUPPRESS	\$100	
	.119" WHEELBASE	•		66A	FRONT	HDLMP PKG	895	
ΥZ	OXFORD WHITE				.GRILL	WIRING		
9	CLTH BKTS/VNL R			66B	TAIL L	AMP PKG	430	
6	.119" WHEELBASE OXFORD WHITE CLTH BKTS/VNL R EBONY EQUIP GRP .AM/FM STEREO 3.3L V6 TI-VCT 10SPD AUTO TRAN JOB #3 ORDER			67V	CONNEC	TOR KIT	185	
500A	EBONY EQUIP GRP				.WIRIN	G KIT-RR		
	.AM/FM STEREO				.WIRIN	G KIT-FRT		
99B	3.3L V6 TI-VCT	(3530)						
44U	10SPD AUTO TRAN	NC		TOTAL	BASE A	ND OPTIONS	5 40975	
	JOB #3 ORDER			TOTAL			40975	
	FLEET SPCL ADJ	NC		*THIS	IS NOT	AN INVOI	CE*	
425	50 STATE EMISS	NC		*TOTA	L PRICE	EXCLUDES	COMP PR	
43D	COURTESY DISABL	25						
51R	10SPD AUTO TRAN JOB #3 ORDER FLEET SPCL ADJ 50 STATE EMISS COURTESY DISABL DRV LED SPT LMP	395		* MORI	E ORDER	INFO NEXT	r PAGE *	
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==> Orde Ord 794 85R	P530  Price CONCESSN REMARKS TRAILER RR MOUNT PLATE	VEHICL 202: ority: J2 lt Name: S RETAIL	1 EXPLOR Ord FIN TOCK	RER 4-E I: QS03 *TOTAL	DOOR 39 Ord P L PRICE	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T	P530  Price CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG	VEHICL 202: ority: J2 lt Name: S RETAIL	1 EXPLOR Ord FIN TOCK	*TOTAL	DOOR 39 Ord P L PRICE 1FM5K	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T	P530  Pr No: B484 Pri Code: 500A Cust/F  PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL	VEHICLI 202: ority: J2 lt Name: S RETAIL 45 NC	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T	P530  Pr No: B484 Pri Code: 500A Cust/F  PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR	VEHICLI 202: ority: J2 lt Name: S RETAIL 45 NC	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price	DOOR 39 Ord P L PRICE 1FM5K	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T	P530  Price CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ	VEHICLI 202: ority: J2 lt Name: S RETAIL 45 NC	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T	P530  Pr No: B484 Pri Code: 500A Cust/F  PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR	VEHICLI 202: ority: J2 lt Name: S RETAIL 45 NC	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T 153	PFICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR FUEL CHARGE	VEHICLI  202: ority: J2 It Name: ST RETAIL  45 NC NC	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T 153	PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR FUEL CHARGE NET INV FLT OPT DEST AND DELIV	VEHICLI  202: ority: J2 It Name: ST RETAIL  45 NC NC NC NC	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T 153 B4A	PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR FUEL CHARGE NET INV FLT OPT DEST AND DELIV	VEHICLI  2023 ority: J2 lt Name: ST RETAIL  45 NC NC NC 1245 40975	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T 153 B4A TOTAL TOTAL	PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR FUEL CHARGE NET INV FLT OPT DEST AND DELIV  BASE AND OPTIONS	VEHICLI  202: ority: J2 lt Name: ST RETAIL  45 NC NC  NC  1245  40975 40975	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC 374 00 374	Dea] Pa BB Price STC RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T 153 B4A TOTAL TOTAL *THIS	PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR FUEL CHARGE NET INV FLT OPT DEST AND DELIV BASE AND OPTIONS IS NOT AN INVOICE	VEHICLI  202: ority: J2 lt Name: ST RETAIL  45 NC NC NC 1245 40975 40975 40975 E*	1 EXPLOR Ord FIN TOCK	*TOTAL VIN: Price Trade Total	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC 374 00 374	Deal Pa BB Price STO RETAIL COMP PR	21 11:21:18 Der: F53031 Dege: 2 of 2 Level: 145 DCK PI
==> Orde Ord 794 85R 86T 153 B4A TOTAL TOTAL	PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR FUEL CHARGE NET INV FLT OPT DEST AND DELIV BASE AND OPTIONS IS NOT AN INVOICE	VEHICLI  202: ority: J2 lt Name: ST RETAIL  45 NC NC  NC  1245  40975 40975	1 EXPLOR Ord FIN TOCK	*TOTAL  VIN:  Price Trade Total	DOOR 39 Ord PL PRICE 1FM5K : \$35,3 e: -4,5 : \$30,8	er Type: 5 0 Number: EXCLUDES 8ABOMGC 374 00 374 F7=Prev F3/	Deal Pa BB Price STO RETAIL COMP PR	21 11:21:18 er: F53031 age: 2 of 2 Level: 145 OCK PI
==> Orde Ord 794 85R 86T 153 B4A FOTAL FOTAL FTHIS F1=H	PRICE CONCESSN REMARKS TRAILER RR MOUNT PLATE RR TAILLAMP HSG FLEX-FUEL FRT LICENSE BKT SP DLR ACCT ADJ SP FLT ACCT CR FUEL CHARGE NET INV FLT OPT DEST AND DELIV BASE AND OPTIONS IS NOT AN INVOICE	VEHICLI  202: ority: J2 lt Name: ST RETAIL  45 NC NC  NC  1245  40975 40975 40975 E* F2=Return	1 EXPLOR Ord FIN TOCK	*TOTAL  VIN:  Price Trade Total	DOOR 39 Ord P L PRICE 1FM5K : \$35,3	er Type: 5 0 Number: EXCLUDES 8ABOMGC 374 00 374 F7=Prev F3/	Deal Pa BB Price STO RETAIL COMP PR	21 11:21:18 Der: F53031 Dege: 2 of 2 Level: 145 DCK PI



**Estimate #34237** 7/16/2021

Prepared For:

**Huxley Police** Chief Gerry Stoll 515 N. Main Ave Huxley, IA 50124

Phone: 597-2002 Fax:

Alt. Phone: 515-231-4724 E-Mail: gstoll@huxleyiowa.org Prepared By:

Jim Stewart Sign Pro in Ames 619 S 4th St Ames, IA 50010

USA

Phone: 515-232-4500 515-232-9138 Fax:

Alt. Phone: 515-232-SIGN

E-Mail: jim@signproames.com

**Description:** 

2021 Ford Explorer

Quantity	Description	Each	Total	Taxable
1	2021 Ford Explorer Path: I:\h\Huxley Police\ExplorerGraphics	850.00	\$850.00	✓
	"HUXLEY" = Bright Orange, Black & Silver Metallic HP Vinyl "POLICE" = Black & Orange Reflective Vinyl Black gradient printed on Orange Reflective Installed at Sign Pro			
1	Remove existing decals from 2014 Dodge Charger	285.00	\$285.00	$\checkmark$

#### Terms:

Thank you for your business!

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by Date Amt. Paid Today



#2973

205 N High St PO Box 14 Baxter IA 50028 United States

07/27/2021

**Bill To** 

Huxley Police Suite D 512 North Main Avenue Huxley IA 50124 United States **Ship To** 

Huxley Police Suite D 512 North Main Avenue Huxley IA 50124 United States **TOTAL** 

\$14,241.63

Terms	PO #	Customer No.	Primary Contact	Shipping Method	Ship Date	Related #
Net 30		166	Gerry Stoll		07/27/2021	Estimate #1522

Item	Description	Quantity	MSRP	Discount	Rate	Amount
DAS-IA	This quote is governed by the terms and conditions of DAS Contract	1	\$0.00	Base Price	\$0.00	\$0.00
	Gerry Stoll, 515-231-4724 gstoll@huxleyiowa.org Project Includes: Removal of: 2014 Dodge Charger VIN 48501 Installation of 2022 Ford Utility VIN					
	Removal: Full Removal-Vehicle Trade In Return Unused Items to Huxley PD Items for Reuse: Radio (Same as SCSO) Python III Radar Digital Ally DVM800 Camera Computer & Dock Printer Image Scanner					
Siren Light Controller						
EB2SP3JT - 20FDPIU Bundle	Whelen Core Bundle: 2020-2021 Ford Utility; Includes: 54" Legacy Duo WCX with Mount MKAJ105, Core Controller C399, 21 Button Control Head CCTL7 and Canport C399K4, Siren Speaker SA315P and Bracket SAK66D	1				\$2,977.14
Lighting, Headlights						
VTX609C	Vertex Super-LED Light Omni Direction Lighthead W/9' Cable - White/Clear	2	\$113.00	43%	\$64.41	\$128.82
Lighting, Rear Sides						
IONR	Red ION Series Super LED Universal Light	1	\$140.00	43%	\$79.80	\$79.80
IONB	Blue ION Series Super LED Universal Light	1	\$140.00	43%	\$79.80	\$79.80
IONK1B	ION Swivel Mount Kit Individual, not sold in pairs Light Sold Seperatetly	2	\$34.00	43%	\$19.38	\$38.76
Lighting, Rear Tail Lights						





#2973

205 N High St PO Box 14 Baxter IA 50028 United States

Item	Description	Quantity	MSRP	Discount	Rate	Amount
VTX609R	Vertex Super LED Light Omni Directional Lighthead W/9; Cable - Red	1	\$113.00	43%	\$64.41	\$64.41
VTX609B	Vertex Super-LED Light Omni Directional Lighthead W/ 9' Cable - Blue	1	\$113.00	43%	\$64.41	\$64.41
Lighting, Trunk/ Endgate						
TLIR	ION T-SERIES LINEAR LT RED	1	\$135.00	43%	\$76.95	\$76.95
TLIB	ION T-SERIES LINEAR LT BLUE	1	\$135.00	43%	\$76.95	\$76.95
Push Bumper						
BK2017ITU20	2020 SUV PB450L2 Aluminum Pusbumper w/2 Whelen Ions	1	\$789.00	25%	\$591.75	\$591.75
Equipment Console						
C-VS-1012-INUT	Angled 22" VS Console 2020 Ford Utility	1	\$508.00	43%	\$289.56	\$289.56
Equipment Console, Upper Equip	Printer Mount = 6" MS					
C-EB40-CCS-1P	1 PC. Equipment Mt. Brkt. 4" Mounting Space, Whelen Cencom/Carbide/Cantrol	1	\$33.53	43%	\$19.11	\$19.11
Equipment Console, Lower Equip						
C-EB35-CH2-1P	Havis bracket for Harris CH25 Control Head	1	\$33.53	43%	\$19.11	\$19.11
C-AP-0325	3" Accessory Pocket for Internal Mounting - 2.5" Deep 3"H X 8 5/8"W X 2.5"D	1	\$49.75	43%	\$28.36	\$28.36
CUP2-1001	Self Adusting Double Cup holde Accepts cups up to 3.5" 4" long, 8.625" wide, 3" deep	1	\$63.50	43%	\$36.20	\$36.20
C-FP-15	1-1/2" Filler Plate	1	\$11.90	43%	\$6.78	\$6.78
Equipment Console, Accessories						
MMSU-1	Single Unit Magnetic Mic Mount Kit, Includes Base, Hex Key, Disc Adapter & Mounting Hardwa	1	\$26.71	Base Price	\$26.71	\$26.71
4910LR-MM	L-Tron 4910LR Magnetic Mount	1	\$31.94	Base Price	\$31.94	\$31.94
C-ARM-102	Console Side Mount Armrest 9.5"L X 2.75"W	1	\$74.62	43%	\$42.53	\$42.53
Computer						
REUSE COMPUTER	REUSE COMPUTER (LAPTOP/ TABLET)	1	\$0.00	Base Price	\$0.00	\$0.00
Computer, Dock						





#2973

205 N High St PO Box 14 Baxter IA 50028 United States

Item	Description	Quantity	MSRP	Discount	Rate	Amount
REUSE COMP DOCK	REUSE COMPUTER DOCK	1	\$0.00	Base Price	\$0.00	\$0.00
Computer, Antenna						
AP-MMF-CG-Q-S11	MultiMax FV,1xLTE,1xGPS, 2xTNC Bolt Mt, Black,15' Fits Roof Ribs of 20+ Ford PIU	1	\$134.14	Base Price	\$134.14	\$134.14
Computer, Dock Mounting Equip						
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion adapter	1	\$340.55	43%	\$194.11	\$194.11
C-HDM-214	8.5" Side Mount Heavy Duty Telescoping Pole. Height 1 - 8.25" Height 2- 13.25"	1	\$128.70	43%	\$73.36	\$73.36
<b>Mobile Printer</b>						
REUSE PRINTER	REUSE PRINTER	1	\$0.00	Base Price	\$0.00	\$0.00
LB3692	Printer Car Power Adapter Hard Wired 14', for PJ3/PJ6/ PJ7	1	\$24.10	7.75%	\$22.23	\$22.23
Mobile Printer, Mounting						
C-PM-124	Brother Pocket Jet Printer Mt 2020 Ford Utility, compatible w/C-VS-1012-INUT & C-VS-0618	1	\$218.00	43%	\$124.26	\$124.26
Imaging Scanner						
REUSE IMAGE SCANNER	Reuse Imaging Scanner	1	\$0.00	Base Price	\$0.00	\$0.00
Camera						
REUSE CAMERA	Reuse Camera	1	\$0.00	Base Price	\$0.00	\$0.00
Radar						
REUSE RADAR	Reuse Radar	1	\$0.00	Base Price	\$0.00	\$0.00
Radio 1 and Antenna(s)						
REUSE RADIO	Reuse Radio	1	\$0.00	Base Price	\$0.00	\$0.00
BMAX7603S	PCTEL Antenna, 760-870 3dB 150W, Black	1	\$31.46	Base Price	\$31.46	\$31.46
Prisoner Transport, Front	ProCell Solution Includes: Front/Rear Partitions Seat Replacement with Seat Belts Door Panels & Window Bars					
P1000UINT20AOS B	Single Compartment, Pro-Cell, 1/2 Partition w/RP & OB Seat Belts for 2020 Ford Utility	1	\$2,778.00	25%	\$2,083.50	\$2,083.50





#2973

205 N High St PO Box 14 Baxter IA 50028 United States

Item	Description	Quantity	MSRP	Discount	Rate	Amount
Weapon(s) Mounting, 1						
GK10271UHK	Single T-Rail Mount Universal Handcuff Key Override Sedans/Mid Size SUV	1	\$309.00	25%	\$231.75	\$231.75
Weapon(s) Mounting, 2						
GT0536ITU20	Firearm Mount Tranfer Kit Forward Facing Partition Mount Use with 20 PUI, SPT	1	\$79.00	25%	\$59.25	\$59.25
GK10271UHK	Single T-Rail Mount Universal Handcuff Key Override Sedans/Mid Size SUV	1	\$309.00	25%	\$231.75	\$231.75
Flashlight, 1						
75454	Streamlight Stinger DS LED HL Flashlight w/ AC&DC Chargers	1	\$157.59	Base Price	\$157.59	\$157.59
Power Management						
KELTEK HARNESS	KELTEK Designed Premium Harness, includes all Power Management to support Emergency Vehicle Equipment	1				\$549.00
<b>Equipment Tray</b>						
C-SBX-101	Universal Equipment Storage Box for Utility Vehicles	1	\$647.82	43%	\$369.26	\$369.26
SHIP	Shipping cost calculated based on total order weight	150	\$2.00	Base Price	\$2.00	\$300.00
DAS-SUPPLIES BASIC	Hourly Installation Rate: General Supplies and Service for Basic Emergency Vehicle Equipment Items such as, but not limited to Breakers, Fuse Holders, Fuses, Wire, Terminals, Loom, Wire Ties, Fasteners, Cleaners, etc.	55	\$9.75	Base Price	\$9.75	\$536.25
DAS-BASIC LABOR	Hourly Installation Rate: Basic Emergency Vehicle Equipment Items such as, but not limited to Audible / Visual Warning, Push bumpers / Wraps, Equipment Console/Computer Mounting, Prisoner Transport Systems / Seats, Equipment Mounting / Storage	40	\$69.00	Base Price	\$69.00	\$2,760.00
DAS-TECH LABOR	Hourly Installation Rate: Technical Emergency Vehicle Equipment Items such as, but not limited to Computer Solutions, Connectivity Solutions, Video Solutions, Radar Solutions	15	\$103.50	Base Price	\$103.50	\$1,552.50
	Pick up and Delivery - Pick up Removal and Install Vehicle, Deliver Removal, Customer Check Out at KELTEK.					
DAS-MILEAGE	The travel reimbursement amount for mileage is \$.39 per mile covering the round trip distance from the Vendor's office to the work site location. The Vendor's travel downtime charge shall not exceed 50% of their hourly rate.	192	\$0.39	Base Price	\$0.39	\$74.88





#2973

205 N High St PO Box 14 Baxter IA 50028 United States

Item	Description	Quantity	MSRP	Discount	Rate	Amount
DAS-TRAVEL DOWNTIME DRIVER	The travel reimbursement amount for mileage is \$.39 per mile covering the round trip distance from the vendor's office to the work site location. The Vendor's travel downtime charge shall not exceed 50% of their hourly labor rate.	3	\$25.75	Base Price	\$25.75	\$77.25
				Subto	otal	\$14,241.63
				Tax	(%)	\$0.00
				Shipping C	ost	
				To	otal	\$14,241.63

#### **ORDINANCE NO. 519**

#### AN ORDINANCE AMENDING CHAPTER 165 ZONING REGULATIONS-OFF STREET LOADING AND PARKING

**BE IT ORDAINED** by the City Council of the City of Huxley, Iowa, that:

**Section 1.** Chapter 165, of the Huxley Code of Ordinances; Off Street Loading and Parking is hereby amended as follows:

165.33.5 Off Street Parking and Loading

Date of Publication by posting:

B. Areas used for storage of materials or equipment shall be surfaced with HMA, Portland cement pavement, asphalt millings or crushed limestone to provide a durable surface with approved screening and dust control. Customer and employee parking shall be on hard surfaces only.

PASSED AND APPROVED this	26 <sup>th</sup> day of October 2021.	
	Kevin Deaton, Mayor	
	Revin Beaton, Mayor	
ATTEST:		
Jolene Lettow, City Clerk		
First Reading:		
Second Reading:		
Third Reading:		
Date Adopted:		

#### ORDINANCE NO. <u>521</u>

# AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HUXLEY, IOWA, BY REZONING PROPERTY OWNED BY MEADOWLANE INVESTMENTS, LLC FROM A-1 (AGRICULTURAL) TO R-1A (RESIDENTIAL).

**WHEREAS**, on the 21st day of June 2021, the Planning and Zoning Commission of the City of Huxley, Iowa, recommended to the City Council that the below described property be considered for rezoning from A-1 (Agricultural) to R-1A (Residential); and

**WHEREAS**, on the 12<sup>th</sup> day of October 2021, after due notice and hearing as provided by law, the City Council deemed it reasonable and appropriate to rezone said property.

## NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA:

**Section 1:** That the Municipal Code of the City of Huxley, Iowa, be and it is hereby amended by rezoning from the present A-1 (Agricultural) to R-1A (Residential) for the following described real property:

<u>A-1 ZONING</u> – BEGINNING AT THE SOUTHEAST CORNER OF LOT SEVEN (7) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4), WEST 28.5 RODS, NORTH 13 RODS 3 FEET, TO ROAD, NORTHEAST ALONG SOUTH LINE OF ROAD 30 RODS 6 FEET, SOUTH 27 RODS TO PLACE OF BEGINNING; ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5<sup>TH</sup> P.M., STORY COUNTY, IOWA AND CONTAINING 3.60 ACRES (156,816 S.F.)

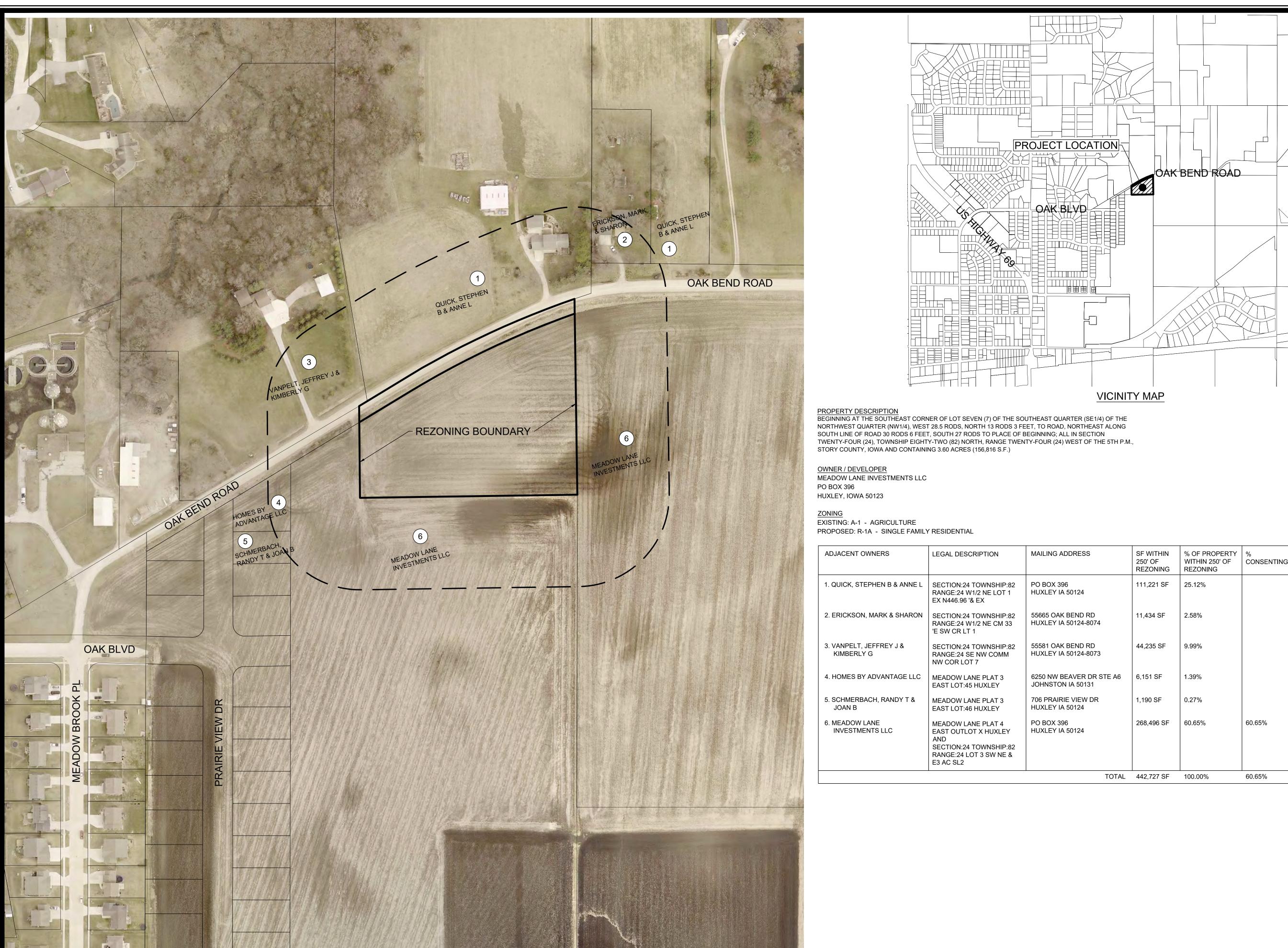
-to-

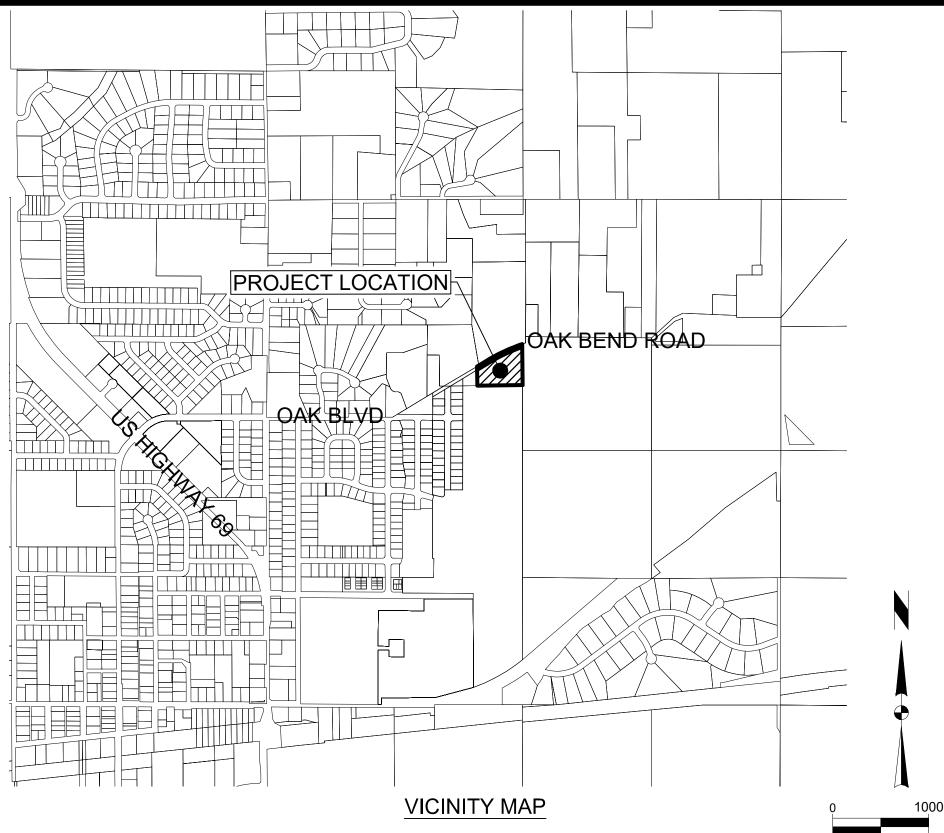
R-1A ZONING-BEGINNING AT THE SOUTHEAST CORNER OF LOT SEVEN (7) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4), WEST 28.5 RODS, NORTH 13 RODS 3 FEET, TO ROAD, NORTHEAST ALONG SOUTH LINE OF ROAD 30 RODS 6 FEET, SOUTH 27 RODS TO PLACE OF BEGINNING; ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5<sup>TH</sup> P.M., STORY COUNTY, IOWA AND CONTAINING 3.60 ACRES (156,816 S.F.)

- **Section 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- **Section 3:** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

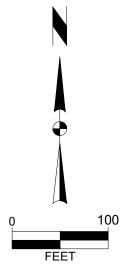
	AND API	PROVE	<b>D</b> this _	day of	,	
2021.						
				Kevin Deaton, Mayor		
ATTEST:						
Jolene Lettow, Cit	y Clerk			-		
Record Of Vote of O	ordinance i	No. 521		Publication Date:		
First Reading						
Roll Call	Aye	Nay	Absent			
Nate Easter						
Dave Kuhn						
Greg Mulder						
Rick Peterson						
Tracey Roberts						
C ID P						
Second Reading _						
Roll Call	Aye	Nay	Absent			
Nate Easter						
Dave Kuhn						
Greg Mulder						
Rick Peterson						
Tracey Roberts						

Third Reading			(Date)		
Roll Call	Aye	Nay	Absent		
Nate Easter					
Dave Kuhn					
Greg Mulder					
Rick Peterson					
Tracey Roberts					
STATE OF IOWA COUNTY OF STO CITY OF HUXLEY				SS:	
attached is a true, of	correct a tion of a	nd com in ordin	plete copy of ance entitled "	ty of Huxley, Iowa, do hereby certify that all the records of the City Council of the 'Ordinance No521. An Ordinance America.	e City
WITNESS I	MY HAI	ND this	day of	, 2021.	
				Jolene Lettow, City Clerk	





LEGAL DESCRIPTION	MAILING ADDRESS	SF WITHIN 250' OF REZONING	% OF PROPERTY WITHIN 250' OF REZONING	% CONSENTING	% NON- CONSENTING
SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE LOT 1 EX N446.96 '& EX	PO BOX 396 HUXLEY IA 50124	111,221 SF	25.12%		
SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE CM 33 'E SW CR LT 1	55665 OAK BEND RD HUXLEY IA 50124-8074	11,434 SF	2.58%		
SECTION:24 TOWNSHIP:82 RANGE:24 SE NW COMM NW COR LOT 7	55581 OAK BEND RD HUXLEY IA 50124-8073	44,235 SF	9.99%		
MEADOW LANE PLAT 3 EAST LOT:45 HUXLEY	6250 NW BEAVER DR STE A6 JOHNSTON IA 50131	6,151 SF	1.39%		
MEADOW LANE PLAT 3 EAST LOT:46 HUXLEY	706 PRAIRIE VIEW DR HUXLEY IA 50124	1,190 SF	0.27%		
MEADOW LANE PLAT 4 EAST OUTLOT X HUXLEY AND SECTION:24 TOWNSHIP:82 RANGE:24 LOT 3 SW NE & E3 AC SL2	PO BOX 396 HUXLEY IA 50124	268,496 SF	60.65%	60.65%	
	SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE LOT 1 EX N446.96 '& EX  SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE CM 33 'E SW CR LT 1  SECTION:24 TOWNSHIP:82 RANGE:24 SE NW COMM NW COR LOT 7  MEADOW LANE PLAT 3 EAST LOT:45 HUXLEY  MEADOW LANE PLAT 3 EAST LOT:46 HUXLEY  MEADOW LANE PLAT 4 EAST OUTLOT X HUXLEY AND SECTION:24 TOWNSHIP:82 RANGE:24 LOT 3 SW NE &	SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE LOT 1 EX N446.96 '& EX  SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE CM 33 'E SW CR LT 1  SECTION:24 TOWNSHIP:82 RANGE:24 SE NW COMM NW COR LOT 7  MEADOW LANE PLAT 3 EAST LOT:45 HUXLEY  MEADOW LANE PLAT 3 EAST LOT:46 HUXLEY  MEADOW LANE PLAT 4 EAST OUTLOT X HUXLEY AND SECTION:24 TOWNSHIP:82 RANGE:24 LOT 3 SW NE &  PO BOX 396 HUXLEY IA 50124  55581 OAK BEND RD HUXLEY IA 50124-8073  6250 NW BEAVER DR STE A6 JOHNSTON IA 50131  706 PRAIRIE VIEW DR HUXLEY IA 50124  PO BOX 396 HUXLEY IA 50124	SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE LOT 1 EX N446.96 '& EX  SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE LOT 1 EX N446.96 '& EX  SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE CM 33 'E SW CR LT 1  SECTION:24 TOWNSHIP:82 RANGE:24 SE NW COMM NW COR LOT 7  MEADOW LANE PLAT 3 EAST LOT:45 HUXLEY  MEADOW LANE PLAT 3 EAST LOT:46 HUXLEY  MEADOW LANE PLAT 3 EAST LOT:46 HUXLEY  MEADOW LANE PLAT 4 EAST OUTLOT X HUXLEY  AND SECTION:24 TOWNSHIP:82 RANGE:24 LOT 3 SW NE &  PO BOX 396 HUXLEY IA 50124  PO BOX 396 HUXLEY IA 50124  PO BOX 396 HUXLEY IA 50124  PO BOX 396 HUXLEY IA 50124	SECTION:24 TOWNSHIP:82	SECTION:24 TOWNSHIP:82 RANGE:24 W1/2 NE LOT 1   EX N446.96 '& EX





**REZONING MAP** 

ANE

ADOW

S

**4** 

Project No: 120.0922

Sheet 1 of 1

#### RESOLUTION NO. 21-087

Resolution approving contract and performance and/or payment bonds for the Water System Improvements – Shallow Well No. 7 Project

WHEREAS, the City Council of the City of Huxley, Iowa, has heretofore awarded a contract for the Water System Improvements – Shallow Well No. 7 Project and fixed the amount of the performance and/or payment bonds to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

WHEREAS, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Huxley, Iowa, as follows:

- Section 1. The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.
- Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved	, 2021.	
	Mayor	
Attest:		
City Clerk		

#### RESOLUTION NO. 21-088

Resolution approving contract and performance and/or payment bonds for the Water Treatment Plant Improvements Project

WHEREAS, the City Council of the City of Huxley, Iowa, has heretofore awarded a contract for the Water Treatment Plant Improvements Project and fixed the amount of the performance and/or payment bonds to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

WHEREAS, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Huxley, Iowa, as follows:

- Section 1. The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.
- Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved	, 2021.	
	Mayor	
Attest:		

• • • •

There being no further busi	ness to come before the meeting, it was upon motion adjo-	ourned.
	Mayor	
Attest:		
City Clark		

#### **RESOLUTION NO. 21-094**

## APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE STREET REPAIR PROJECTS

WHEREAS, the plans, specifications, form of contract and cost estimate for the Street Repair Projects ("Projects") are on file for review in the City of Huxley's City Clerk's Office and;

WHEREAS, the Projects will include the repair of N. 4th Avenue, East 4th Street from Highway 69 to N 2nd Avenue, Cypress Drive, East 5th from Parkridge to Berhow Park and Cedar Lane

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of Huxley, Iowa, as follows:

The plans, specifications, form of contract and cost estimate for the Street Repair Projects are hereby approved

Roll Call	Aye	Nay	Absent				
Nate Easter							
David Kuhn							
Greg Mulder							
Rick Peterson							
Tracey Roberts							
PASSED, ADOPTED AND APPROVED this 26 <sup>th</sup> day of October 2021.							
	<u>AF</u>	PPROVAL BY M	<u>MAYOR</u>				

I hereby approve the foregoing **Resolution No. 21-094** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this  $26^{th}$  day of October 2021.

ATTEST:	Kevin Deaton, Mayor	_
Jolene Lettow, City Clerk	-	

### **PROJECT MANUAL**

2021 Street Repairs/HMA Rehabilitation

City of Huxley

Huxley, IA



#### **SECTION 00005 – CERTIFICATION**

**PROJECT MANUAL** 

for

2021 Street Repairs/HMA Rehabilitation
City of Huxley
Huxley, IA



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.

09/10/21

Date:

**Eric Cowles** 

License No. 19478

My renewal date is December 31, 2022 Pages or sheets covered by this seal:

All Sheets

City of Huxley - 0A1.124377 CERTIFICATION
September 2021 PAGE 00005-1

#### **SECTION 00010 - TABLE OF CONTENTS**

#### 2021 Street Repairs/HMA Rehabilitation City of Huxley

#### **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

#### **Supplemental Specifications**

City of Huxley Supplemental Specifications

#### DRAWINGS (UNDER SEPARATE COVER):

 $\underline{22}$  sheets numbered  $\underline{A.01}$  through  $\underline{S1.06}$ , inclusive, dated  $\underline{09/10/21}$ , and with each sheet bearing the following general title:

2021 Street Repairs/HMA Rehabilitation City of Huxley

This project is based on SUDAS STANDARD SPECIFICATIONS, 2021 EDITION unless modified herein.

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

City of Huxley - 0A1.124377 TABLE OF CONTENTS
September 2021 PAGE 00010-1

#### **NOTICE TO BIDDERS**

2021 Street Repairs/HMA Rehabilitation City of Huxley Huxley, IA

<u>Time and Place for Filing Sealed Proposals</u>. Sealed bids for the work comprising the repair or improvement as stated below must be filed before 2:00 PM on Thursday October 7<sup>th</sup>, 2021, in the office of the City Clerk, 515 N. Main Avenue, Huxley, IA, 50124.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened, and bids tabulated at 2:00 PM on Thursday October 7<sup>th</sup>, 2021, in the office of the City Clerk, City of Huxley, 515 N. Main Avenue, Huxley, IA 50124 with the results being reported to the City of Huxley at its meeting at 6:00 PM on Tuesday October 12<sup>th</sup>, 2021 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Huxley 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 to the best interest of the City of Huxley.

<u>Time for Commencement and Completion of Work.</u> Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before **June 24**<sup>th</sup>, **2022**. Liquidated damages as set forth in Section 00500 – Contract.

<u>Bid Security</u>. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25 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 1519 Baltimore Drive, Ames, IA 50010-0688, (515) 233-6100, fax (515)233-4430. Complete digital project bidding documents are available at <a href="https://www.bolton-menk.com">www.questcdn.com</a>. You may view the digital plan documents for free by entering Quest project # 8027071 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or <a href="mailto:info@questcdn.com">info@questcdn.com</a> for assistance in free membership registration, viewing, downloading, and working with this digital project information.

<u>Preference of Products and Labor</u>. 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.

<u>Sales Tax Exemption Certificates.</u> The bidder shall not include sales tax in the bid. The City of Huxley 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: HMA milling and pavement rehabilitation at 5 locations in the City of Huxley. Item include, but are not limited to 1,645 LF of 8" PVC water main; 1,742 tons of HMA mix; 12,603 SY of pavement milling; 916 SY of PCC full depth patching; 495 LF of PCC curb and gutter; 408 SY of driveway and sidewalk removal; 563 SY of 6" PCC Driveway and Sidewalk; 187 SY PCC Sidewalk and other miscellaneous items related to the project.

Sidewalk and other miscellaneous items related to the project.		
The Notice is given by order of the City Council of the City of Huxley, IA		
Jolene Lettow, City Clerk	_	
City of Huxley - 0A1.124377	NOTICE OF PUBLIC HEARING	

September 2021

#### **NOTICE OF PUBLIC HEARING**

## 2021 STREET REPAIRS/HMA REHABILITATION CITY OF HUXLEY HUXLEY, IA

<u>Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement</u>. A public hearing will be held by the City of Huxley on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 6:00 PM on Tuesday October 12<sup>th</sup>, 2021, at 515 N. Main Avenue, Huxley, IA.

PROJECT DESCRIPTION: HMA milling and pavement rehabilitation at 5 locations in the City of Huxley. Item include, but are not limited to 1,645 LF of 8" PVC water main; 1742 tons of HMA mix; 12,603 SY of pavement milling; 916 SY of PCC full depth patching; 495 LF of PCC curb and gutter; 408 SY of driveway and sidewalk removal; 563 SY of 6" PCC Driveway and Sidewalk; 187 SY PCC Sidewalk and other miscellaneous items related to the project.

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

City of Huxley - 0A1.124377 NOTICE OF PUBLIC HEARING

PAGE 00105-2

September 2021

#### **INSTRUCTIONS TO BIDDERS**

2021 Street Repairs/HMA Rehabilitation City of Huxley Huxley, IA

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

#### **ARTICLE 1 - BID SECURITY**

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

#### ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

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

City of Huxley - 0A1.124377 INSTRUCTIONS TO BIDDERS

- 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 2021 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 Huxley.

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

3.02 Community Events.

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

NONE

September 2021

- 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 Huxley 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 City of Huxley 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 from and after acceptance of the work.
- 3.04 The City of Huxley, 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 lowa 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 of foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference,

City of Huxley - 0A1.124377 INSTRUCTIONS TO BIDDERS

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 lowa income tax on income from this work in amounts prescribed by law.
  - B. If successful bidder is a non-lowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the lowa Department of Revenue in the amount required by law.

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

#### **SECTION 00410 - PROPOSAL**

2021 Street Repairs/HMA Rehabilitation
City of Huxley
Huxley, IA

PROPOSAL: PART A - SCOPE

The City of Huxley, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising 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 2021 Street Repairs/HMA Rehabilitation

#### 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 BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items 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. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

SEE INCLUDED PROPOSAL ATTACHMENT

September 2021

City of Huxley - 0A1.124377 PROPOSAL

#### 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 lowa 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. Substantially complete the work on or before as detailed 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 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.

City of Huxley - 0A1.124377 PROPOSAL

# 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
Corneration	
Corporation B <sup>o</sup>	У
	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
The bidder shall enter its Public	
Registration Number	
issued by the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.	Telephone Number
	Type or print the name and title of the company's
	owner, president, CEO, etc. if a different person
	than entered above
Failure to provide said Registration	
Number shall result in the bid being read	Name
under advisement. A contract will not be	
executed until the Contractor is registered.	
	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			
Yes No My company	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 Yes No My company	Yes No My company's office in lowa is suitable for more than receiving mail, telephone calls, and e-mail.  Yes No My company has been conducting business in lowa for at least 3 years prior to the first request for bids on this					
Yes No My company entity that w If you answe B and D of the If you answe	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 lowa.  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 bidd	ers		Part B			
My company has maintained office Dates: to	•	•	at the following addresses:			
(mm/dd/yyy)	City, State, Zip:					
Dates: to	-	_ Address:				
(mm/dd/yyy)	City, State, Zip:	A -l -l				
Dates: to (mm/dd/yyy)	City, State, Zip:	_ Address:				
You may attach additional sheet(s  To be completed by non-resident			Part C			
		to the Iowa Se				
<ol> <li>Name of home state or foreign country reported to the Iowa Secretary of State:</li> <li>Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No</li> <li>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.</li> </ol>						
You may attach additional sl	heet(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:			

City of Huxley - 0A1.124377 PROPOSAL

# WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

		nay be used to help complete Part A of the Resident Bidder Status form. If at least one of the est 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 lowa resident for lowa 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 lowa for lowa 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 lowa, the corporation has received a certificate of authority from the lowa 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 lowa, has filed a statement of foreign qualification in lowa 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 lowa, the limited partnership or limited liability limited partnership has received notification from the lowa 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 lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.

### 2021 Street Repairs/HMA Rehabilitation City of Huxley Huxley, IA

### PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; 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. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	SUBGRADE PREPARATION, 12"	SY	1308	\$	\$
2	WATER MAIN, TRENCHED, PVC, SDR18, 8 INCH	LF	1645	\$	\$
3	WATER MAIN FITTING, TEE, 8"X8"X8"	EA	5	\$	\$
4	WATER MAIN FITTING, 90° BEND, 8"	EA	2	\$	\$
5	WATER MAIN FITTING, REDUCER, 8"X4"	EA	8	\$	\$
6	WATER SERVICE, 1" COPPER, LONG SIDE	EA	10	\$	\$
7	WATER SERVICE, 1" COPPER, SHORT SIDE	EA	16	\$	\$
8	VALVE, GATE, 8"	EA	6	\$	\$
9	FIRE HYDRANT ASSEMBLY	EA	3	\$	\$
10	FIRE HYDRANT ASSEMBLY REMOVAL	EA	3	\$	\$
11	INTAKE, SW-501, REMOVE AND REPLACE	EA	2	\$	\$
12	MANHOLE ADJUSTMENT, MINOR	EA	12	\$	\$
13	DRIVEWAY PCC, 6"	SY	485	\$	\$
14	CURB AND GUTTER, PCC	LF	996	\$	\$
15	PAVEMENT, HMA STANDARD TRAFFIC (ST) SURFACE, 1/2", 58-28S	TON	1444	\$	\$
16	PAVEMENT, HMA STANDARD TRAFFIC (ST) BASE, 3/4", 58-28S	TON	298	\$	\$
17	REMOVAL OF SIDEWALK	SY	229	\$	\$
18	REMOVAL OF DRIVEWAY	SY	408	\$	\$
19	SIDEWALK, PCC, 4"	SY	187	\$	\$

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
20	SIDEWALK, PCC, 6"	SY	78	\$	\$
21	DETECTABLE WARNING	SF	150	\$	\$
22	FULL DEPTH PATCHES	SY	916	\$	\$
23	MILLING	SY	12603	\$	\$
24	CURB AND GUTTER REMOVAL	LF	996	\$	\$
25	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
26	CONSTRUCTION SURVEY	LS	1	\$	\$
27	MOBILIZATION	LS	1	\$	\$
				TOTAL BID	\$

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

Bidder Name	

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#### **BID BOND**

2021 Street Repairs/HMA Rehabilitation City of Huxley Huxley, IA

KNOW ALL BY THESE PRESENTS:	
That we,	, as Principal, and
, as Surety, are I	neld and firmly bound unto, City of Huxley 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, exthese presents.	ecutors, administrators, successors, and assigns jointly and severally, firmly by
_	ch that whereas the Principal has submitted to the Jurisdiction a certain proposal a part hereof, to enter into a contract in writing, for the following project:

2021 Street Repairs/HMA Rehabilitation

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 Story 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.

 City of Huxley - 0A1.124377
 BID BOND

 September 2021
 PAGE 00420-1

Signe	ed and sealed this	day of _		, 20
	SURETY:			PRINCIPAL:
Dv	Surety Company		D.v	Bidder
Ву	Signature Attorney-in-Fact/Officer		Ву	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

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.

City of Huxley - 0A1.124377 BID BOND
September 2021 PAGE 00420-2

#### **CONTRACT**

### 2021 Street Repairs/HMA Rehabilitation City of Huxley Huxley, IA

THIS CONTRACT, made and enter	red into at			
this	day of	, by and		
between the City of Huxley hereinafter called the "Jurisdiction", and,				
hereinafter called the "Contracto	r".			

#### WITNESSETH:

The Contractor hereby agrees to complete the work comprising the 2021 Street Repairs/HMA Rehabilitation as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Huxley, 515 N. Main Avenue, Huxley, IA, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 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:

#### 2021 Street Repairs/HMA Rehabilitation

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of dollars (\$ ), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work 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
  - 1. All work under the Contract must be substantially complete on or before June 24<sup>th</sup>, 2022.
- B. Liquidated Damage
  - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$1,000 () for each 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 Huxley, 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 Four (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.

City of Huxley - 0A1.124377 CONTRACT

JURISDICTION: City of Huxley

CONTRACTOR:

By

Kevin Deaton, Mayor

(Seal)

ATTEST:

By

Contractor's Contact Name
Contractor's Title

Jolene Lettow, City Clerk

Street Address

City, State, Zip Code

Telephone

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

City of Huxley - 0A1.124377 CONTRACT
September 2021 PAGE 00500-2

# CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1.		tractors: The Contractor shall enter its Public Registration No issued by the Iowa ssioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2.	Out-of-	State Contractors:
	A.	Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
	В.	Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than lowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.
Bond N	0.	
		KNOWLEDGMENT    )   ) SS
On this me duly corpora of) the	/ sworn, ation execorporated	ay of, 20, before me, the undersigned, a Notary Public in and for the State of, personally appeared and, to me known, who, being by did say that they are the, and, respectively, of the cuting the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal ion; that said instrument was signed (and sealed) on behalf of the corporation by authority of this prs; that and acknowledged the execution of to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.
		otary Public in and for the State of ly commission expires 20,

City of Huxley - 0A1.124377 CONTRACT September 2021

# PARTNERSHIP ACKNOWLEDGMENT 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 INDIVIDUAL ACKNOWLEDGMENT 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 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT State of ) ) SS County ) On this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said , that (the seal affixed to said instrument is the seal of said OR no seal has been procured \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said

My commission expires \_\_\_\_\_\_ 20, \_\_\_\_\_

\_\_\_\_\_, 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

Notary Public in and for the State of

executed.

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.

City of Huxley - 0A1.124377 CONTRACT
September 2021 PAGE 00500-5

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City of Huxley - 0A1.124377

BUY AMERICAN IRON AND STEEL PRODUCTS AGREEMENT

AND CERTIFICATION

September 2021 PAGE 00600-1

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SURETY BOND NO.	NO.
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#### PERFORMANCE, PAYMENT AND MAINTENANCE BOND

2021 Street Repairs/HMA Rehabilitation City of Huxley Huxley, IA

#### KNOW ALL BY THESE PRESENTS:

That we,				_, as Principal (hereinafte	r the
	ipal" and			Surety are held and firm	
unto			_ , as Obligee (hereinaft	er referred to as "the	
Jurisdiction"), and to a				ns of this Bond in the pen DOLLARS	al sum of
	), lawful money of the heirs, legal representati			sum, well and truly to be by these presents.	made,
bearing date the	•		, hereinafter the "Co	to a contract with the Jur ntract" wherein said Cont n Huxley, IA.	-
workmanlike manner, acceptance as complet	and in accordance with t	the Contract Docum above referenced (	nents. Provided, howev	therein specified, in a goo er, that one year after the nce portion of this Bond s	e date of
It is expressly understo	ood and agreed by the Co	ontractor and Suret	y in this bond that the f	ollowing provisions are a	part of

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.

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 Story 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 lowa Code; third, if not defined in the lowa 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 MAINTENA	NCE B	OND)
Witness our hands, in triplicate, this day of _		·
Surety Countersigned By:		PRINCIPAL:
Signature of Iowa Resident Commission Agent as		Contractor
Prescribed by Chapter 515.52-57, Iowa Code.		
(Require only if Attorney-in-Fact is not also an		
Iowa Resident Commission Agent).	By:	
		Signature
Name of Resident Commission Agent		Title
Company Name		SURETY:
Company Address		Surety Company
company Address		Surety Company
City, State, Zip Code	By:	Signature Attorney-in-Fact Officer
Company Telephone Number	•	Name of Attorney-in-Fact Officer
		Company Name
		Company Name
		Company Address
		City, State, Zip Code
		Company Telephone Number

NOTE: 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. 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.

#### **SPECIAL PROVISIONS**

**FOR** 

### 2021 Street Repairs/HMA Rehabilitation City of Huxley Huxley, IA

#### **TABLE OF CONTENTS**

- 1. CONTRACT PROVISIONS
- 2. DEFINITION AND INTENT
- 3. GENERAL PROVISIONS AND COVENANTS
- 4. WORK REQUIRED
- 5. PLANS AND SPECIFICATIONS
- 6. SUBMITTALS
- 7. STANDARDS AND CODES
- 8. CONSTRUCTION GENERAL
- 9. EMPLOYMENT PRACTICES
- 10. RESPONSIBILITIES OF CONTRACTOR
- 11. WORK HOURS/COMMUNITY EVENTS
- 12. CONSTRUCTION FACILITIES
- 13. PROJECT SUPERVISION
- 14. COORDINATION WITH OTHERS
- 15. CONSTRUCTION LIMITS
- 16. CONSTRUCTION SCHEDULE
- 17. CONSTRUCTION PHASING
- 18. CONSTRUCTION SURVEY DOCUMENTS
- 19. MATERIELS TESTS
- 20. SOIL BORINGS
- 21. EXISTING UTILITIES
- 22. SALVAGE & MATERIALS / DISPOSAL
- 23. TRAFFIC CONTROL
- 24. TEMPORARY FENCES
- 25. DEWATERING
- 26. INCIDENTAL CONTRACT ITEMS

City of Huxley - 0A1.124377 SPECIAL PROVISIONS
September 2021 PAGE 00800-1

#### 1) CONTRACT PROVISIONS

- a) Completion Date
  - i) All work under the Contract must be substantially complete as detailed in Section 00500 Contract
- b) Liquidated Damage
  - i) Damages in the amount as detailed in Section 00500 –Contract per day will be assessed for each 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 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 2021 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) "Owner", "Jurisdiction" and "City" shall mean the City of Huxley, acting through the 2021 Street Repairs/HMA Rehabilitation Project.
  - iv) "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.
  - v) "Engineer" shall mean the Engineer on Record.
  - vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
  - vii) "Standard Drawings" shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
  - viii) "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.
  - ix) "Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.
- b) Engineer: Bolton & Menk, Inc., 1519 Baltimore Drive, Ames, IA 50010-0688, (515) 233-6100, fax (515)233-4430...

### 3) GENERAL PROVISIONS AND COVENANTS

- a) Division 1 of the General Provisions and Covenants of the 2021 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.

**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 2021 Street Repairs/HMA Rehabilitation as described in the Official Publication.

#### 5) PLANS AND SPECIFICATIONS

- a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner 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 insure 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 Owner.
  - xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

#### 8) 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 Huxley, 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.

#### 9) 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.

#### 10) 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 Owner and Engineer.
- d) Contractor shall cooperate with Owner, 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.

#### 11) 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 Owner as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.
  - i) NONE

#### 12) 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 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 Owner.

#### 13) 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 schedule, 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.

#### 14) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in 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.

#### 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.
- Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

#### 16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from 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 the written Notice to Proceed.
- f) 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 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 SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- b) 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.
- c) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- d) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- e) 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.

#### 19) MATERIALS TESTS

- Material testing as specified for construction will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall provide transportation of all samples to the laboratory.
- d) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- e) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are lowa DOT approved.

f) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

#### 20) 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 Owner.
- 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.

#### 21) 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 as directed by the Engineer.
- b) 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.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) 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.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Huxley, Iowa retains first right of refusal for retaining any existing materials removed by the construction.

- 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.

#### 22) TRAFFIC CONTROL

- a) 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.
- b) 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).
- c) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- d) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- e) 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.

#### 23) 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.

#### 24) 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.

#### 25) 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 & phasing

Coordination and cooperation with affected property owners

Coordination and cooperation with the City of Huxley

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 sawcutting 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

City of Huxley - 0A1.124377 SPECIAL PROVISIONS
September 2021 PAGE 00800-10

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\*\*\*\*

City of Huxley - 0A1.124377 SPECIAL PROVISIONS
September 2021 PAGE 00800-11

#### **GOVERNING SPECIFICATIONS**

THE 2021 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" AND CITY OF HUXLEY SUPPLEMENTAL SPECIFICATIONS.

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION



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

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

#### **CONTACT INFORMATION**

PUBLIC WORKS DIRECTOR: JEFF PETERSON PHONE - 515-597-2256

EMAIL - PUBLICWORKS@HUXLEYIOWA.ORG WATER SUPERINTENDENT: KEITH VITZTHUM

PHONE - 515-383-4309

EMAIL - KVITZTHUM@HUXLEYIOWA.ORG

STREET SUPERINTENDENT: MAT KAHLER

PHONE - 515-597-5450 EMAIL - STREETSUPT@HUXLEYIOWA.ORG

ALLIANT ENERGY

PHONE - 1-800-822-4348 HUXLEY COMMUNICATION

PHONE - 515-597-2281

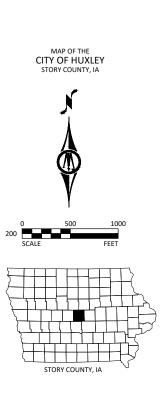
PHONE - 515-233-4646

# **CITY OF HUXLEY**

**CONSTRUCTION PLANS FOR** 

# 2021 STREET REPAIRS **HMA REHABILITATION**

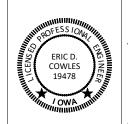
SEPTEMBER, 2021





	Sheet List Table
Sheet Number	Sheet Title
A.01	TITLE SHEET
A.02	LEGEND SHEET
B.01	TYPICAL DETAILS
B.02	TYPICAL DETAILS
C1.01	QUANTITIES
C1.02	ESTIMATE REFERENCE NOTES AND GENERAL NOTES
C1.03	TABULATIONS
D1.01	OVERALL LAYOUT
D1.02	HMA REHABILITATION - CEDAR LANE
D1.03	HMA REHABILITATION - CEDAR LANE
D1.04	HMA REHABILITATION - CYPRESS DRIVE
D1.05	HMA REHABILITATION - E. 5TH STREET
D1.06	HMA REHABILITATION - N. 4TH AVENEU
D1.07	HMA REHABILITATION - E. 4TH STREET
D1.08	HMA REHABILITATION - E. 4TH STREET
M1.01	STORM SEWER SHEET
\$1.01	SIDEWALK SHEET
\$1.02	SIDEWALK SHEET
\$1.03	SIDEWALK SHEET
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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

ERIC D. COWLES, P.E.

REG. NO. 19478

DATE: 09/10/2021

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022 PAGES OR SHEETS COVERED BY THIS SEAL:

1519 BALTIMORE DRIVE AMES, IOWA 50010 Phone: (515) 233-6100 www.bolton-menk.com

TLB		REV	DESCRIPTION	DATE	CITY OF HUXLEY
			CITYOF		CITY OF HUXLEY
	TLB	_			2021 STREET REPAIRS - H.M.A. REHABILITATION
		_			2021 STREET REPAIRS - H.IVI.A. REHABILITATION
	EDC				
	CLIENT PROJ. NO.	ł			TITLE SHEET
	CLIENT PROJ. NO.	_			

#### **SURVEY SYMBOLS EXISTING TOPOGRAPHIC SYMBOLS** ACCESS GRATE SATELLITE DISH BENCH MARK LOCATION AC AIR CONDITION UNIT SIGN TRAFFIC CONTROL POINT ANTENNA SIGNAL CONTROL CABINET MONUMENT IRON FOUND **AUTO SPRINKLER CONNECTION +** SOIL BORING CAST IRON MONUMENT BARRICADE PERMANENT SIREN **EXISTING TOPOGRAPHIC LINES** C TELEPHONE BOOTH TILE INLET RETAINING WALL BIRD FEEDER TILE OUTLET \_\_\_\_x \_\_\_\_x \_\_\_\_x \_\_\_\_x \_\_\_\_x \_\_\_\_x \_\_\_\_x FENCE FENCE-DECORATIVE BOLLARD TILE RISER **GUARD RAIL** 0 BUSH TRAN TRANSFORMER-ELECTRIC TREE LINE **BUSH LINE** CATCH BASIN RECTANGULAR CASTING TREE-CONIFEROUS CATCH BASIN CIRCULAR CASTING TREE-DEAD **SURVEY LINES** CURB STOP 0 TREE-DECIDUOUS CONTROLLED ACCESS (CO) CLEAN OUT TREE STUMP BOUNDARY CLVT CULVERT END TRAFFIC ARM BARRIER CENTERLINE DRINKING FOUNTAIN TRAFFIC SIGNAL EXISTING EASEMENT LINE DOWN SPOUT PROPOSED EASEMENT LINE TRASH CAN **EXISTING LOT LINE** FILL PIPE $\Box$ UTILITY MARKER PROPOSED LOT LINE FIRE HYDRANT **EXISTING RIGHT-OF-WAY** FLAG POLE VALVE POST INDICATOR PROPOSED RIGHT-OF-WAY SETBACK LINE FLARED END / APRON VALVE VAULT SECTION LINE FUEL PUMF V VAULT QUARTER LINE GRILL VENT PIPE SIXTEENTH LINE TEMPORARY EASEMENT WATER SPIGOT GUY WIRE ANCHOR **EXISTING UTILITY LINES** H HANDHOLE WELL HANDICAP SPACE WETLAND DELINEATED MARKER FORCEMAIN IRRIGATION SPRINKLER HEAD WETLAND SANITARY SEWER SANITARY SERVICE IRRIGATION VALVE BOX WW WET WELL STORM SEWER LIFT STATION CONTROL PANEL YARD HYDRANT $\longrightarrow$ $\longrightarrow$ $\longrightarrow$ $\longrightarrow$ $\longrightarrow$ $\longrightarrow$ $\longrightarrow$ $\longrightarrow$ $\longrightarrow$ STORM SEWER DRAIN TILE LIFT STATION WATERMAIN PROPOSED TOPOGRAPHIC SYMBOLS WATER SERVICE LIGHT POLE MAILBOX PROPOSED UTILITY LINES CLEANOUT (C) MANHOLE-COMMUNICATION MANHOLE —II——II——II— **FORCEMAIN** MANHOLE-ELECTRIC LIFT STATION <del>->--->--->--</del> SANITARY SEWER (G) MANHOLE-GAS O: STORM SEWER CIRCULAR CASTING SANITARY SERVICE STORM SEWER (H) MANHOLE-HEAT »—»—»-STORM SEWER RECTANGULAR CASTING STORM SEWER DRAIN TILE MANHOLE-SANITARY SEWER STORM SEWER FLARED END / APRON —ı—ı—ı—ı—ı— WATERMAIN MANHOLE-STORM SEWER STORM SEWER OUTLET STRUCTURE WATER SERVICE MANHOLE-UTILITY PIPE CASING STORM SEWER OVERFLOW STRUCTURE MANHOLE-WATER **CURB BOX GRADING INFORMATION** M FIRE HYDRAN ORDER MICROPHONE WATER VALVE \_\_\_952\_\_\_\_ EXISTING CONTOUR MINOR \_\_\_950\_\_\_\_\_ PARKING METER WATER REDUCER **EXISTING CONTOUR MAJOR** \_\_ 952\_\_\_\_ PAVEMENT MARKING PROPOSED CONTOUR MINOR WATER BEND PROPOSED CONTOUR MAJOR PEDESTAL-COMMUNICATION C WATER TEE PROPOSED GRADING LIMITS / SLOPE LIMITS Ε PEDESTAL-ELECTRIC 毌 WATER CROSS × 953.53 × STA:5+67.19 PROPOSED SPOT ELEVATION 980.87 PEDESTRIAN PUSH BUTTON 1:4 RISE:RUN (SLOPE) WATER SLEEVE HATCH PATTERNS PICNIC TABLE WATER CAP / PLUG POLE-UTILITY RIP RAP PCC PAVEMENT HMA PAVEMENT DRAINAGE FLOW POST FF TRAFFIC SIGNS RAILROAD SIGNAL POLE HMA FULL DEPTH PATCH LIGHT POLE REGULATION STATION GAS 1519 BALTIMORE DRIVE AMES, IOWA 50010

**EXISTING PRIVATE UTILITY LINES** 

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

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UNDERGROUND FIBER OPTIC UNDERGROUND GAS UNDERGROUND COMMUNICATION \_\_\_\_ OE \_\_\_\_\_ OE \_\_\_\_ OE \_\_\_\_ OVERHEAD ELECTRIC \_\_\_\_ oc \_\_\_\_ oc \_\_\_\_ oc \_\_\_\_ OVERHEAD COMMUNICATION OVERHEAD UTILITY

#### UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

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

#### UTILITY QUALITY LEVELS

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

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

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

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.

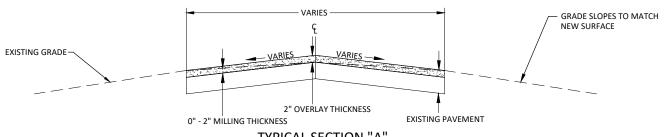
#### **ABBREVIATIONS**

Α	ALGEBRAIC DIFFERENCE	GV	GATE VALVE	RT	RIGHT
ADJ	ADJUST	HDPE	HIGH DENSITY POLYETHYLENE	SAN	SANITARY SEWER
ALT	ALTERNATE	нн	HANDHOLE	SCH	SCHEDULE
B-B	ВАСК ТО ВАСК	НМА	HOT MIX ASPHALT	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	1	INVERT	STM	STORM SEWER
СВ	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL.	CLASS	MH	MANHOLE	TYP	TYPICAL
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VCP	VITRIFIED CLAY PIPE
C.O.	CHANGE ORDER	MPW	MUSCATINE POWER & WATER	VERT	VERTICAL
COMM	COMMUNICATION	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
CSP	CORRUGATED STEEL PIPE	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CLVT	CULVERT	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
DIA	DIAMETER	NTS	NOT TO SCALE	WM	WATERMAIN
DIP	DUCTILE IRON PIPE	NWL	NORMAL WATER LEVEL	WS	WATER SERVICE
DWY	DRIVEWAY	OHW	ORDINARY HIGH WATER LEVEL		
E	EXTERNAL CURVE DISTANCE	PC	POINT OF CURVE		
ESMT	EASEMENT	PCC	PORTLAND CEMENT CONCRETE	AC	ACRES
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CF	CUBIC FEET
ELEV/EL	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CV	COMPACTED VOLUME
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	CY	CUBIC YARD
ER	END RADIUS	PERM	PERMANENT	EA	EACH
EX	EXISTING	PI	POINT OF INTERSECTION	EV	EXCAVATED VOLUME
FES	FLARED END SECTION	PL	PROPERTY LINE	LB	POUND
F-F	FACE TO FACE	PRC	POINT OF REVERSE CURVE	LF	LINEAR FEET
FF	FINISHED FLOOR	PT	POINT OF TANGENT	LS	LUMP SUM
F&I	FURNISH AND INSTALL	PVC	POLYVINYL CHLORIDE PIPE	LV	LOOSE VOLUME
FM	FORCEMAIN	PVMT	PAVEMENT	SF	SQUARE FEET
FO	FIBER OPTIC	R	RADIUS	SV	STOCKPILE VOLUME
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE	SY	SQUARE YARD
GRAN	GRANULAR	RET	RETAINING		
GRAV	GRAVEL	R/W	RIGHT-OF-WAY		
GU	GUTTER	RSC	RIGID STEEL CONDUIT		
	DATE				



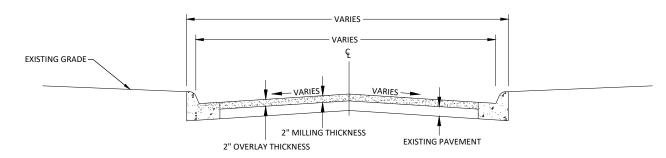
Phone: (515) 233-6100 www.bolton-menk.com

	DESIGNED	REV	DESCRIPTION	DATE	CITY OF HUXLEY	SHEET	
	TLB				CITY OF HOXLET		
	TLB				2021 STREET REPAIRS - H.M.A. REHABILITATION	A 02	
1	CHECKED					A.UZ	
	EDC CLIENT PROJ. NO.				LEGEND SHEET		
	0A1.124377				LEGEND SHEET		



# TYPICAL SECTION "A" 2-LANE RURAL SECTION HMA MILL AND OVERLAY

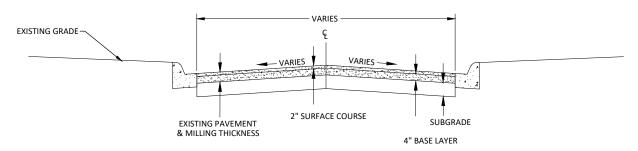
NOT TO SCALE
SEE SHEET C1.03 FOR ADDITIONAL INFORMATION



# TYPICAL SECTION "B" 2-LANE PAVEMENT WITH CURBS HMA MILL AND OVERLAY

NOT TO SCALE

SEE SHEET C1.03 FOR ADDITIONAL INFORMATION



TYPICAL SECTION "C"
2-LANE PAVEMENT WITH CURBS
HMA FULL-DEPTH MILL AND OVERLAY

NOTES:

MILL EXISTING PAVEMENT 6" INTO SUBGRADE

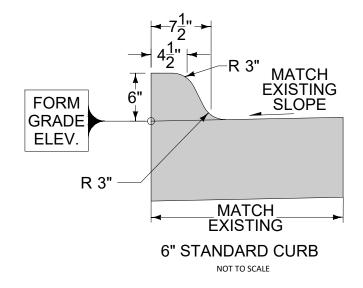
NOT TO SCALE

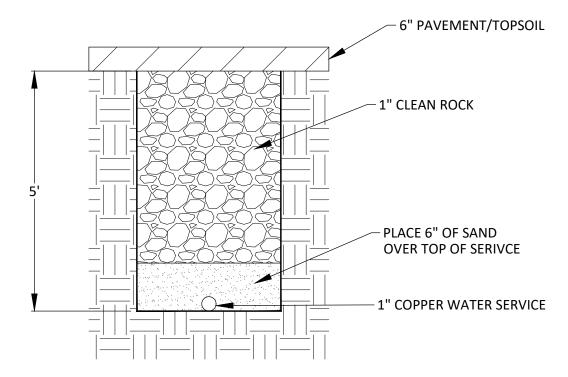
SEE SHEET C1.03 FOR ADDITIONAL INFORMATION



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AMES, IOWA 50010
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Email: Ames@bolton-menk.com

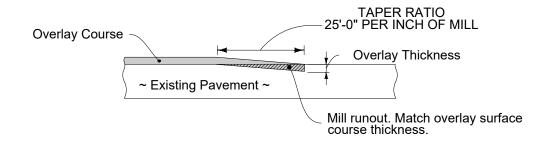
DESIGNED	REV	DESCRIPTION	DATE	CITY OF LUIVIEY	SHEET
TLB				CITY OF HUXLEY	SHEET
DRAWN	_			2024 CERET REPAIRS III MAA REHARMITATION	
TLB	_			2021 STREET REPAIRS - H.M.A. REHABILITATION	R 01
EDC					D.OI
CLIENT PROJ. NO.				TYPICAL DETAILS	
0A1.124377				THIS ALDETAILS	





TRENCH BACKFILL FOR WATER SERVICE

NOT TO SCALE



# TYPICAL SECTION MILLED SURFACE NOTCH FOR RUNOUT "BUTT JOINT"

NOT TO SCALE

BOLTON & MENK

BALTIMORE DRIVE
ES, IOWA 50010
e: (515) 233-6100
es@bolton-menk.com
.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE	CITY OF HUXLEY	SHEET
TLB				CITY OF HOXLET	SHEET
DRAWN TLB				2021 STREET REPAIRS - H.M.A. REHABILITATION	
CHECKED	$\vdash$			2021 STREET REPAIRS - H.IVI.A. REHABILITATION	$R \cap 2$
EDC					0.02
CLIENT PROJ. NO.	_			TYPICAL DETAILS	
041 124277				111.10/12 DE1/1120	

	ESTIMATED PROJECT QUANTITIES										
ITEM NO.	ITEM CODE	ІТЕМ	UNIT	Quantity	N. 4TH AVENUE	E. 5TH STREET	CYPRESS DRIVE	CEDAR LANE	E. 4TH STREET	TOTAL EST. QUANT.	AS BUILT QUANT.
1	2010-108-G-0	SUBGRADE PREPARATION, 12"	SY	0	0	1308	0	0	0	1308	
2	5010-108-A-1	WATER MAIN, TRENCHED, PVC, SDR18, 8 INCH	LF	0	500	0	0	0	1145	1645	
3		WATER MAIN FITTING, TEE, 8"X8"X8"	EA	0	2	0	0	0	3	5	
4		WATER MAIN FITTING, 90° BEND, 8"	EA	0	0	0	0	0	2	2	
5	5010-108-C-1	WATER MAIN FITTING, REDUCER, 8"X4"	EA	0	6	0	0	0	2	8	
6		WATER SERVICE, 1" COPPER, LONG SIDE	EA	0	7	0	0	0	3	10	
7	5010-108-D-0	WATER SERVICE, 1" COPPER, SHORT SIDE	EA	0	4	0	0	0	12	16	
8	5020-108-A-0	VALVE, GATE, 8"	EA	0	2	0	0	0	4	6	
9		FIRE HYDRANT ASSEMBLY	EA	0	1	0	0	0	2	3	
10	5020-108-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	EA	0	1	0	0	0	2	3	
11	6010-108-B-0	INTAKE, SW-501, REMOVE AND REPLACE	EA	0	0	1	0	0	1	2	
12	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	0	2	1	1	5	3	12	
13		DRIVEWAY PCC, 6"	SY	0	132	48	25	0	280	485	
14	7010-108-E-0	CURB AND GUTTER, PCC	LF	0	412	154	263	0	167	996	
15	7020-108-A-0	PAVEMENT, HMA STANDARD TRAFFIC (ST) SURFACE, 1/2", 58-28S	TON	0	177	149	206	528	383	1444	
16		PAVEMENT, HMA STANDARD TRAFFIC (ST) BASE, 3/4", 58-28S	TON	0	0	298	0	0	0	298	
17	7030-108-A-0	REMOVAL OF SIDEWALK	SY	0	35	46	53	0	95	229	
18	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	0	132	48	25	0	203	408	
19	7030-108-E-0	SIDEWALK, PCC, 4"	SY	0	27	39	37	0	84	187	
20	7030-108-E-0	SIDEWALK, PCC, 6"	SY	0	21	11	22	0	24	78	
21	7030-108-G-0	DETECTABLE WARNING	SF	0	40	20	40	0	50	150	
22	7040-108-A-0	FULL DEPTH PATCHES	SY	0	423	0	170	191	132	916	
23	7040-108-G-0	MILLING	SY	0	1552	1308	1800	4625	3318	12603	
24	7040-108-I-0	CURB AND GUTTER REMOVAL	LF	0	412.00	154.00	263.00	0.00	167.00	996	
25	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	0	0.12	0.10	0.14	0.38	0.26	1.0	
26	11010-108-A-1	CONSTRUCTION SURVEY	LS	0	0.12	0.10	0.14	0.38	0.26	1.0	
27	11020-108-A-1	MOBILIZATION	LS	0	0.12	0.10	0.14	0.38	0.26	1.0	
28											



1519 BALTIMORE DRIVE	
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www.bolton-menk.com	

ı	DESIGNED	REV	DESCRIPTION	DATE	CITY OF HUXLEY	SHEET
	TLB				CITY OF HOXLET	SITEET
	TLB				2021 STREET REPAIRS - H.M.A. REHABILITATION	C1 O1
	CHECKED					$\neg$ CT.UT
	EDC CLIENT PROJ. NO. 0A1.124377				QUANTITIES	

		ESTIMATE REFERENCE INFORMATION			ESTIMATE REFERENCE INFORMATION	
ITEM	ITEM	255000000	14	7010-108-E-0	CURB AND GUTTER, PCC	25
NO. 1	2010-108-G-0	DESCRIPTION  SUBGRADE PREPARATION, 12"			CURB AND GUTTER TO BE CONSTRUCTED PER THE DETAIL SHOWN ON SHEET B.02 AND SUDAS STANDARD DETAIL PV-102. PREPARE SUBGRADE, INSTALL 6" SUBBASE, AND INSTALL NEW CURB SECTION. CONCRETE WILL BE C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF	
2	5010-108-A-1	WATER MAIN, TRENCHED, PVC, SDR18, 8 INCH  WATERMAIN TO MEET THE REQUIREMENTS OF SUDAS STANDARD SPECIFICATION SECTION 5010. TESTING OF THE WATERMAIN TO MEET THE REQUIREMENTS OF SUDAS STANDARD SPECIFICATION SECTION 5030. MEASUREMENT AND PAYMENT SHALL BE PER LINEAR FOOT OF			4,000 PSI, SLAG IS NOT ALLOWED. CURB SECTION WIDTH SHALL MATCH ADJACENT CURB OR 30", WHICHEVER IS LESSER. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. REFER TO SHEET C1.03 FOR TABULATION OF CURB AND GUTTER. REFER TO D-SHEETS FOR LOCATIONS. MEASURMENT AND PAYMENT SHALL BE PER LINEAR FOOT.	
		WATERMAIN INSTALLED. PRICE SHALL INCLUDE ALL ITEMS NECESSARY FOR ABANDONMENT OF EXISTING WATERMAIN. CONTRACTOR MAY PROPOSE TO DIRECTIONAL DRILL THE WATERMAIN INSTALLATION. CONTRACTOR MAY ELECT TO DIRECTIONAL BORE THE WATERMAIN AT NO ADDITIONAL COST.	15	7020-108-A-0	PAVEMENT, HMA STANDARD TRAFFIC (ST) SURFACE, 1/2", 58-28S  SHALL MEET THE REQUIREMENTS OF STANDARD SUBAS SPECIFICATION 7020 AND 7021.	
3	5010-108-C-1	WATER MAIN FITTING, TEE, 8"X8"X8"  TEES TO MEET THE REQUIREMENTS OF SUDAS STANDARD SPECIFICATION SECTION 5020.			MEASUREMENT AND PAYMENT SHALL BE PER TON. THIS ITEM DOES NOT INCLUDE FULL DEPTH PATCH QUANTITIES.	
		PRICE SHALL INCLUDE ANY PIPE NECESSARY TO MAKE THE FITTING CONNECTION TO THE MAIN. MEASUREMENT AND PAYMENT SHALL BE PER EACH.	16	7020-108-A-0	PAVEMENT, HMA STANDARD TRAFFIC (ST) BASE, 3/4", 58-28S  SHALL MEET THE REQUIREMENTS OF STANDARD SUDAS SPECIFICATION 7020 AND 7021.  MEASUREMENT AND PAYMENT SHALL BE PER TON. THIS ITEM DOES NOT INCLUDE FULL DEPTH	26
4	5010-108-C-1	WATER MAIN FITTING, 90° BEND, 8"  TEES TO MEET THE REQUIREMENTS OF SUDAS STANDARD SPECIFICATION SECTION 5020.	17	7030-108-A-0	PATCH QUANTITIES.  REMOVAL OF SIDEWALK	_
		PRICE SHALL INCLUDE ANY PIPE NECESSARY TO MAKE THE FITTING CONNECTION TO THE MAIN. MEASUREMENT AND PAYMENT SHALL BE PER EACH.	17	7030-108-A-0	SEE D SHEETS FOR LOCATIONS. REMOVAL LIMITS WILL BE MARKED IN THE FIELD BY THE CITY. REMOVAL OF DRIVEWAY	27
5	5010-108-C-1	WATER MAIN FITTING, REDUCER, 8"X4"	18		SEE D SHEETS FOR LOCATIONS. REMOVAL LIMITS WILL BE MARKED IN THE FIELD BY THE CITY.	
		TEES TO MEET THE REQUIREMENTS OF SUDAS STANDARD SPECIFICATION SECTION 5020. PRICE SHALL INCLUDE ANY PIPE NECESSARY TO MAKE THE FITTING CONNECTION TO THE MAIN. MEASUREMENT AND PAYMENT SHALL BE PER EACH.	19	7030-108-E-0	SIDEWALK, PCC, 4"  SEE D SHEETS FOR LOCATIONS AND S SHEETS FOR DETAILS. CONTRACTOR TO VERIFY TO CITY	
6	5010-108-D-0	WATER SERVICE, 1" COPPER, LONG SIDE  INCLUDES ADDRESSES 301,303,305,307, AND 309 ON N. 4TH AVENUE AND 326 AND 330 ON W. 3RD ST. AND 302, 304, AND 400 ON E. 4TH ST. SERVICE IS TO INCLUDE ALL PIPE, WATERMAIN TAP AND ALL FITTINGS NECESSARY TO CONNECT TO THE EXISTING SERVICE, INCLUDING ALL NEW CURB STOP BOXES. CONTRACTOR MAY DIRECTIONAL BORE LONG SIDE SERVICES AT THEIR OPTION, NO ADDITIONAL PAYMENT WILL BE MADE FOR DIRECTIONAL BORING AND THE STREET PATCHES FOR THE LONG SIDE SERVICES WILL NOT BE PAID, SHOULD THE CONTRACTOR CHOOSE TO DIRECTIONAL BORE.			OF HUXLEY INSTALLATIONS MEET ALL ADA REQUIREMENTS FOR SLOPES FOR ALL ELEMENTS OF THE SIDEWALKS AND RAMP LOCATIONS. NO PAYMENT WILL BE MADE UNTIL VERIFICATION HAS BEEN CONFIRMED BY THE CITY OF HUXLEY. MEASUREMENT AND PAYMENT WILL BE PER SQUARE YARD. EXCAVATION RELATED TO THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE. ALL SIDEWALK PCC SHALL BE C-4 MIX. ALL SIDEWALK PCC SHALL BE C-4 MIX WITH MINIMUM 4000PSI COMPRESSIVE STRENGTH AT 28 DAYS. ANY EXISTING PANELS CRACKED OR DAMAGED BY THE CONTRACTOR SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. ANY DAMAGED OR CRACKED PANELS AFTER INSTALLATION DUE TO CONTRACTOR NEGLIGENCE SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO	
7	5010-108-D-0	WATER SERVICE, 1" COPPER, SHORT SIDE		7020 400 5 0	ADDITIONAL COST. LOCATIONS AND LIMITS WILL BE MARKED IN THE THE FIELD BY THE CITY.	
		302,304,306,308, AND 310 ON N. 4TH AVENUE AND 205, 209, 211, 301, 303, 309, 311, 401, 403, 405, 407, AND 409 ON E. 4TH STREET. SERVICE IS TO INCLUDE ALL PIPE, WATERMAIN TAP AND ALL FITTINGS NECESSARY TO CONNECT TO THE EXISTING SERVICE, INCLUDING ALL NEW CURB STOP BOXES. PAYMENT WILL BE FOR EACH SERVICE.	20	7030-108-E-0	SIDEWALK, PCC, 6"  SEE D SHEETS FOR LOCATIONS AND S SHEETS FOR DETAILS. ALL RAMPS AND LANDING SPACES SHALL BE 6" PCC. CONTRACTOR TO VERIFY TO CITY OF HUXLEY INSTALLATIONS MEET ALL ADA	
8	5020-108-A-0	VALVE, GATE, 8"  VALVE TO MEET THE REQUIREMENTS OF SUDAS STANDARD SPECIFICATION SECTION 5020.  MEASUREMENT AND PAYMENT SHALL BE PER EACH.			REQUIREMENTS FOR SLOPES FOR ALL ELEMENTS OF THE SIDEWALKS AND RAMP LOCATIONS. NO PAYMENT WILL BE MADE UNTIL VERIFICATION HAS BEEN CONFIRMED BY THE CITY OF HUXLEY. MEASUREMENT AND PAYMENT WILL BE PER SQUARE YARD. EXCAVATION RELATED TO THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE. ALL SIDEWALK PCC SHALL BE C-4 MIX.	
9	5020-108-C-0	FIRE HYDRANT ASSEMBLY  PRICE TO INCLUDE 6" WATERMAIN, BENDS, BLOCKS, WATERMAIN TAP AND ALL ITEMS NECESSARY FOR THE CONNECTION TO THE NEW WATERMAIN. HYDRANTS SHALL BE EITHER CLOW, MODEL MEDALLION OR WATEROUS, MODEL 250 AND SHALL BE EQUIPPED WITH STORZ NOZZLE. PAYMENT SHALL BE PER EACH.			ALL SIDEWALK PCC SHALL BE C-4 MIX WITH MINIMUM 4000PSI COMPRESSIVE STRENGTH AT 28 DAYS. ANY EXISTING PANELS CRACKED OR DAMAGED BY THE CONTRACTOR SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. ANY DAMAGED OR CRACKED PANELS AFTER INSTALLATION DUE TO CONTRACTOR NEGLIGENCE SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. LOCATIONS AND LIMITS WILL BE MARKED IN THE THE FIELD BY THE CITY.	
10	5020-108-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	21	7030-108-G-0	DETECTABLE WARNING	-
11	6010-108-B-0	INTAKE, SW-501, REMOVE AND REPLACE			DETECTABLE WARNING PANELS SHALL BE ARMOR-TILE/ BRICK RED. MEASUREMENT AND PAYMENT SHALL BE PER SQUARE FOOT. SEE S SHEETS FOR DETAILS AND LOCATIONS.	
		EXCAVATION, REMOVAL OF EXITING INTAKE, INSTALLING PIPE, FURNISHING, PLACING AND COMPACTING BEDDING AND BACKFILL MATERIAL, BASE, STRUCTURAL CONCRETE, REINFORCING STEEL, PRECAST UNITS, PIPE CONNECTIONS, CASTINGS, AND ADJUSTMENT RINGS. MEASUREMENT AND PAYMENT SHALL BE PER EACH.	22	7040-108-A-0	FULL DEPTH PATCHES  SHALL MEET THE REQUIREMENTS OF STANDARD SUDAS SPECIFICATION 7040 FOR FULL DEPTH HMA PATCHES AND STANDARD DETAIL 7040.103. INCLUDES NOMINAL PATCH DEPTH IS ASSUMED TO BE 4 INCHES. PAYMENT BASED ON THIS DEPTH FOR ALL PATCHES. REFER TO	
12	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR  ADJUSTMENT TO MEET THE REQUIREMENTS SHOWN IN SUDAS STANDARD PLAN PV-201,			SHEET C1.03 FOR PATCH TABULATION. REMOVAL LIMITS WILL BE MARKED IN THE FIELD BY THE CITY.	
		RECTANGULAR. CASTING SHALL BE THREE-PIECE FLOATING, TYPE B. PRICE SHALL INCLUDE, CONCRETE, STEEL, CASTING, ADJUSTMENT RINGS AND INTERNAL CHIMNEY SEAL. MEASUREMENT AND PAYMENT SHALL BE PER EACH.	23	7040-108-G-0	MILLING  SCARIFICATION LIMITS INCLUDE THE ENTIRE RESURFACING AREA. BUTT JOINT MILLING AS NOTED ON D-SHEETS ARE INCLUDED IN THIS QUANTITY. MILLINGS FROM THIS PROJECT SHALL BECOME THE PROPERTY OF THE CITY OF HUXLEY. CONTRACTOR TO COORDINATE LOCATION	
13	7010-108-A-0	DRIVEWAY PCC, 6"  SHALL MEET REQUIREMENTS OF STANDARD SUDAS SPECIFICATION 7030. CONTRACTOR SHALL			WITH ENGINEER. REFER TO SHEET C1.03 FOR TABULATION OF MILLINGS. MILLING THICKNESS SHALL BE AS TABULATED UNLESS OTHERWISE APPROVED BY THE ENGINEER. MILLING LIMITS WILL BE MARKED IN THE FIELD BY THE CITY.	
		PROVIDE AT MINIMUM OF 48 HOURS NOTIFICATION TO PROPERTY OWNERS/TENNANTS PRIOR CLOSING OF ANY DRIVEWAY. REFER TO D-SHEETS FOR LOCATIONS. MEASUREMENT AND PAYMENT SHALL BE SQUARE YARD. ALL DRIVEWAY PCC SHALL BE C-4 MIX WITH MINIMUM 4000PSI COMPRESSIVE STRENGTH AT 28 DAYS. ANY EXISTING PANELS CRACKED OR DAMAGED BY THE CONTRACTOR SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. ANY DAMAGED OR CRACKED PANELS AFTER INSTALLATION DUE TO	24	7040-108-I-0	CURB AND GUTTER REMOVAL  THIS ITEM SHALL INCLUDE ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO REMOVE EXISTING CURB. REMOVAL LIMITS WILL BE MARKED IN THE FIELD BY THE CITY.	
11000		CONTRACTOR NEGLIGENCE SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. LOCATIONS AND LIMITS WILL BE MARKED IN THE THE FIELD BY THE CITY.				

			ESTIMATE REFERENCE INFORMATION
	25	8030-108-A-0	TEMPORARY TRAFFIC CONTROL
JDAS OF			IF CONTRACTOR ELECTS TO BEGIN WORK IN 2021, THE STREET SHALL BE COMPLETED AND PASSABLE FOR ALL WINTER MAINTENECE ACTIVITES.
OR R TO NS.			ALL TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE MANUAL FOR UNIFOM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE IOWA DOT PER 761 OF THE IOWA ADMINISTRATIVE CODE. SIGNS, BARRICADES AND FENCE ARE TO BE SUFFICIENTLY SECURED TO PREVENT MOVEMENT BY NATURAL FORCES AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR DISTRIBUTING DOOR HANGERS TO ALL AFFECTED
ЕРТН			RESIDENTS 48 HOURS IN ADVANCE OF WORK. DOOR HANGER TO BE SUBMITTED TO ENGINEER FOR APPROVAL. OVERNIGHT ROAD CLOSURES WILL NOT BE ALLOWED WITH THE EXCEPTION OF EAST 5TH STREET. NO DETOURING IS REQUIRED FOR THIS PROJECT. CONTRACTOR SHALL PROVIDE ANY NECESSARY FLAGGERS AS NEEDED FOR CONSTRUCTION AT NO ADDITIONAL COST. PAYMENT SHALL BE LUMP SUM.
EPTH	26	11010-108-A-1	CONSTRUCTION SURVEY  CONTRACTOR TO SUBMIT SURVEY DATA ON ALL AS-BUILT FIXTURES INCLUDING VALVES, CURB
CITY.	27	11020-108-A-1	STOPS, BENDS, HYDRANTS, AND ANY ADDITIONAL FEATURE THAT THE CITY SHALL REQUIRE.  MOBILIZATION

	GENERAL NOTES
	DESCRIPTION
1	CONTRACTOR SHALL NOTIFY IOWA ONE-CALL (1-800-292-8989) AT LEAST 48 HRS. PRIOR TO COMMENCING WORK.
2	ALL MATERIALS, EQUIPMENT AND CONSTRUCTION METHODS REQUIRED FOR THIS PROJECT SHALL ADHERE TO APPLICABLE SECTIONS OF THE CURRENT AND REVISED STATEWIDE URBAN DESIGN AND SPECIFIATION (SUDAS) STANDSARDS FOR THE PUBLI IMPROVEMENTS.
3	CONTRACTOR SHALL SALVAGE ALL FIXTURES THAT ARE TO BE REPLACED BY NEW FIXTURES AND DELIVER THEM TO THE CITY ST YARD. THIS INCLUDES ALL FITTINGS, VALVES, BOXES, AND HYDRANTS.
4	ALL DIMENSIONS IN THESE PLANS ARE FOR ESTIMATING PURPOSES ONLY. ACTUAL PROJECT AREAS TO BE MEASURED UPON COMPLETION. STREET WIDTHS SHOWN DO NOT INCLUDE CURB AND GUTTER SECTION.
5	LOCATION AND PROTECTION OF UTILITIES TO BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL BE RESPONS FOR ANY DAMAGE TO SAID UTILITIES CAUSED BY HIS ACTION REGARDLESS IF THEY ARE SHOWN ON THE PLANS OR NOT.
6	THE CITY RESERVES THE RIGHT TO ADD, SUBTRACT OR MODIFY PROJECT AREAS DURING CONSTRUCTION BASED ON UNIT PROC AND DAY TO DAY QUANTITIES.
7	THE CONTRACTOR SHALL PLACE, RAKE AND COMPACT H.M.A. IN DRIVEWAYS AND INTERSECTIONS TO ENSURE POSITIVE DRAINA THESE ACTIVITEIS SHALL BE INCIDENTAL TO THE PROJECT. VERIFICATION WILL BE MADE BY ENGINEER PRIOR TO FINAL PAYMEN
8	SEVERAL PRIVATE DRIVEWAYS ON THE PROJECT MAY REQUIRE ADDITIONAL H.M.A. PAVEMENT OUTSIDE THE PAVING LIMITS SHO TO PROVIDE POSITIVE DRAINAGE. THE CONTRACTOR SHALL CONSTRUCT THESE TRANSITIONS AS DIRECTED BY THE ENGINEER.
9	THIS PROJECT INVOLVES CONTACT WITH THE PUBLIC. THE CONTRACTOR IS ENCOURAGED TO PERFORM ALL OPERATIONS IN A PROFESSIONAL MANNER TO MINIMIZE CONFLICTS.
10	THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE (MATERIALS, STORAGE, PARKING AND SERVICE AREA(S) WILL BE SUBJECT TO THE APPROVAL OF THE RESIDENT ENGINEER OR CI
11	THE CONTRACTOR IS REQUIRED TO EXERCISE CARE IN SHAPING AND COMPACTING THE RESURFACING IN THE AREA OF INLETS I STORM SEWER INTAKES. THE RESURFACING COURSE SHALL BE SHAPED AS NECESSARY TO INSURE MAXIMUM DRAINAGE INTO I INTAKES.
12	WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION ARE, SHALL BE THE RESPONIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICE: UNDERGROUND STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS AND THEREFORE THEIR LOCATION MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NEWOWN OR SHOWN.
13	ALL PAVEMENT ADJACENT TO CONSTRUCTION ACTIVITIES OR PLACED DURING CONSTRUCTION SHALL BE CLEAR OF DEBRIS AT T END OF EACH WORKING DAY.
14	THE CONTRACTOR SHALL ASSIST THE CITY'S INSPECTOR WITH DAILY RECORD KEEPING OF FIELD LOCATIONS AND MEASUREMEN
15	CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH CITY EVENTS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR COORDINATING SCHEDULES AROUND EVENTS.
16	CONTRACTOR SHALL PROVIDE DOOR HANGERS NOTIFYING RESIDENTS OF ADJACENT WORK MINIMUM 48 HOURS IN ADVANCE. CONTRACTOR SHALL, WITHIN REASON, MAINTAIN ACCESS TO DRIVES AT ALL TIMES.
17	ALL REMOVAL LIMITS SHALL BE MARKED OUT BY THE OWNER OR ENGINEER.

18 IF CONTRACTOR ELECTS TO BEGIN WORK IN 2021, THE STREET SHALL BE COMPLETED AND PASSABLE FOR ALL WINTER MAINTENECE ACTIVITIES.

19 PROPERTY PINS DISTRUBED BY THE CONTRACTOR SHALL BE RESET BY A LISCENSED SURVEYOR AT NO COST TO THE CITY OR PROPERTY OWNER.



1519 BALTIMORE DRIVE AMES, IOWA 50010 Phone: (515) 233-6100 Email: Ames@bolton-menk.com

ESIGNED	REV	DESCRIPTION	DATE	CITY OF HUXLEY
TLB				CITY OF HUXLEY
TLB				2021 STREET REPAIRS - H.M.A. REHABILITATION
HECKED				
EDC LIENT PROJ. NO.				ESTIMATE REFERENCE NOTES AND GENERAL NOTES
0A1.124377				ESTIMATE RELEASE NOTES AND GENERAL NOTES

	HMA RESURFACING												
AREA	DESCRIPTION OF AREA	DRUIECT TADE	TYPICAL SECTION	LENGTH (FT)	WIDTH (FT)	AREA (SY)	PROPOSED HMA DEPTH (IN)	HMA * TONNAGE	FIXTURE ADJUSTMENT	FIXTURE REPLACEMENT	MILLING (SY)	MILLING THICKNESS (IN)	AS BUILTS (TONS)
1	Cedar Lane	2" FEATHERED MILL AND 2" OVERLAY	Α	1593	23.5	4625	2	528	0	0	4625	2	
2	Cypress Drive	2" MILL AND 2" HMA OVERLAY	В	515	26	1800	2	206	0	0	1800	2	
3	N. 4th Avenue	2" MILL AND 2" HMA OVERLAY	В	446	30	1552	2	177	0	0	1552	2	
5	E. 5th Street	FULL DEPTH REMOVE AND REPLACE	С	442	26	1308	6	448	1	1	1308	FULL DEPTH	
6	E. 4th Street	2" MILL AND 2" HMA OVERLAY	В	1100	26	3318	2	383	3	0	3318	2	
		TOTALS				12603		1742	4	1	12603		

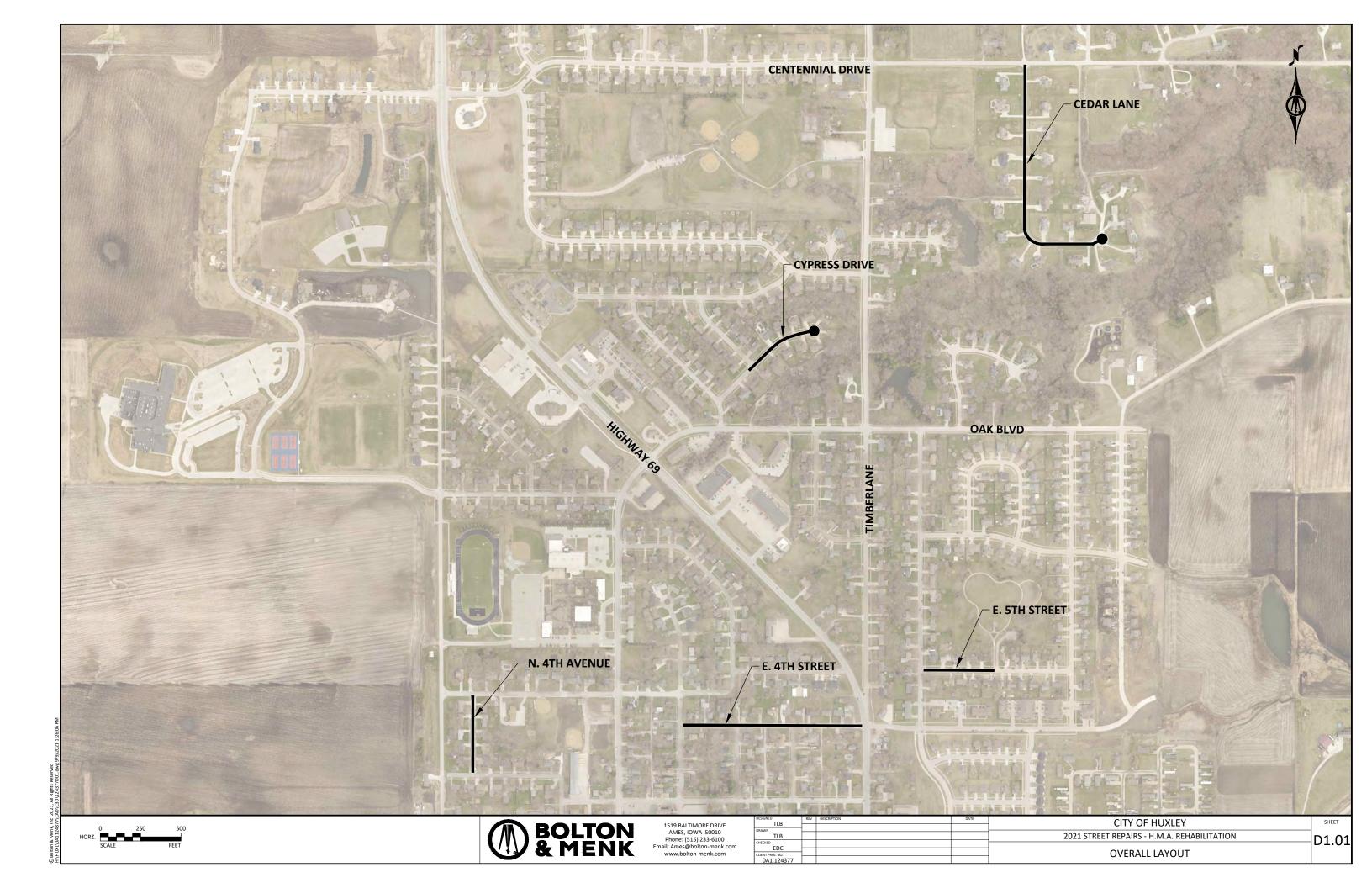
\* 5% ADDED FOR INCONSISTINCIES IN MILLED SURFACE

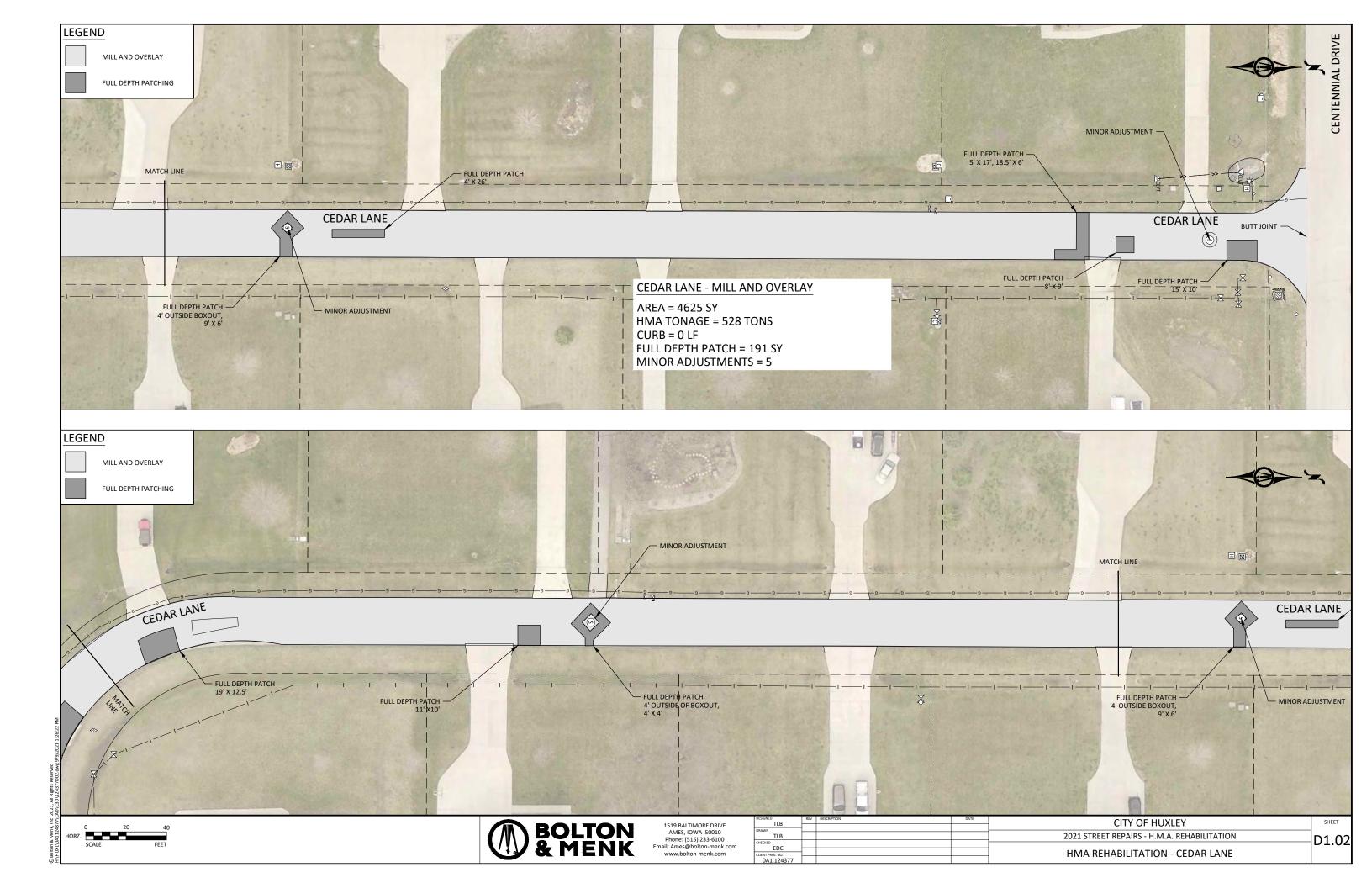
	FULL DEPTH PATCHES								
AREA	DESCRIPTION OF AREA	ESCRIPTION OF AREA FULL DEPTH PATCH AREA (SY) *FULL DEPTH PATCH (TON)		AS BUILTS (SY)					
1	Cedar Lane	191	44						
2	Cypress Drive	170	39						
3	N. 4th Avenue	423	97						
5	E. 5th Street	0	0						
	E. 4th Street	132	30						
	TOTALS	916	209						

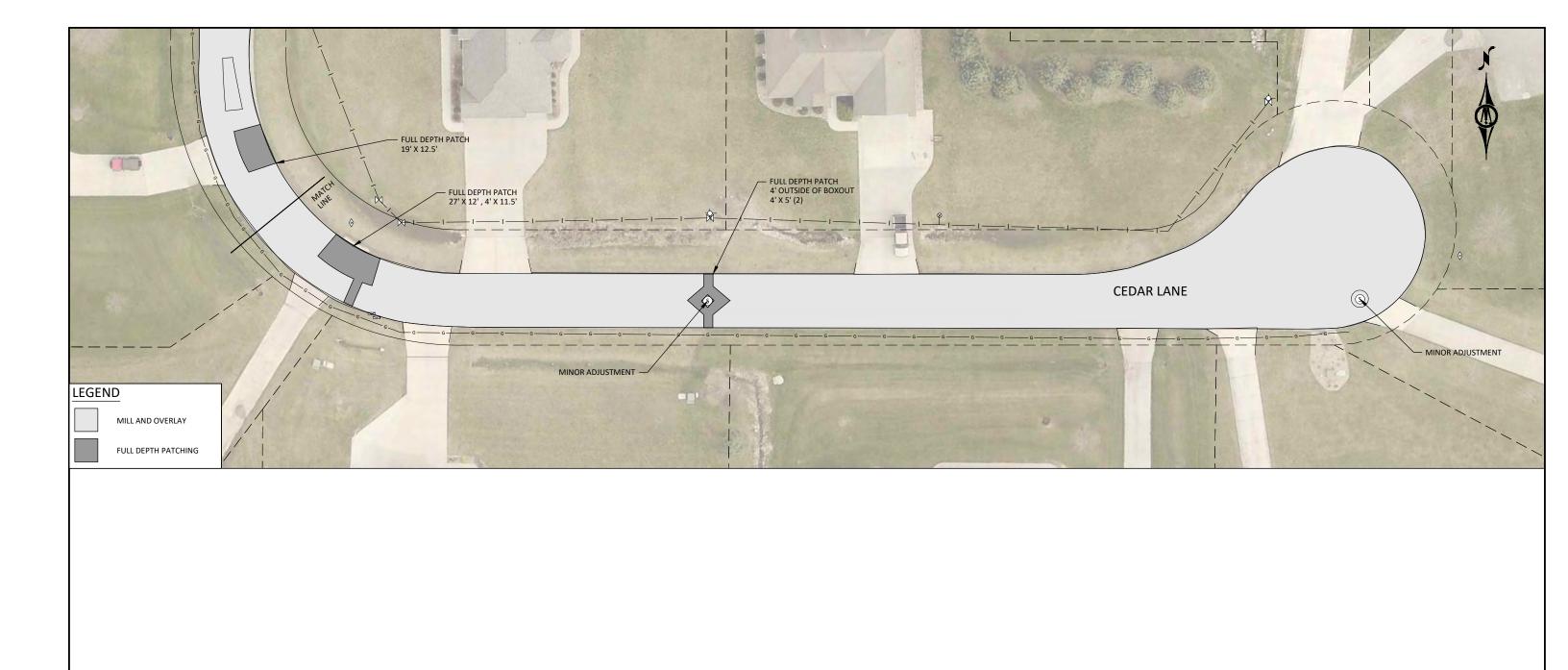
	CURB REPLACEMENT								
AREA	DESCRIPTION OF AREA	LENGTH (FT)	WIDTH (FT)	AS BUILTS (LF)					
1	Cedar Lane	0	0						
2	Cypress Drive	263	2.5						
3	N. 4th Avenue	412	2						
5	E. 5th Street	154	2.5						
6	E. 4th Street	167	2.5						
	TOTAL	996							

WATER SERVICES						
STREET	LONG SIDE	SHORT SIDE	ADDRESS/REMARKS			
N. 4TH AVE.	Х		HOUSE #301			
N. 4TH AVE.	Х		HOUSE #303			
N. 4TH AVE.		Х	HOUSE #304			
N. 4TH AVE.	Х		HOUSE #305			
N. 4TH AVE.		Х	HOUSE #306			
N. 4TH AVE.	Х		HOUSE #307			
N. 4TH AVE.		Х	HOUSE #308			
N. 4TH AVE.	Х		HOUSE #309			
N. 4TH AVE.		Х	HOUSE #310			
E. 4TH ST.		Х	HOUSE #205			
E. 4TH ST.		Х	HOUSE #209			
E. 4TH ST.		Х	HOUSE #211			
E. 4TH ST.		Х	HOUSE #301			
E. 4TH ST.	Х		HOUSE #302			
E. 4TH ST.		Х	HOUSE #303			
E. 4TH ST.	Х		HOUSE #304			
E. 4TH ST.		Х	HOUSE #309			
E. 4TH ST.		Х	HOUSE #311			
E. 4TH ST.	х		HOUSE #400 - CONTRACTOR TO FIELD VERIFY LOCATION OF SERVICE			
E. 4TH ST.		Х	HOUSE #401			
E. 4TH ST.		Х	HOUSE #403			
E. 4TH ST.		Х	HOUSE # 405			
E. 4TH ST.		Х	HOUSE #407			
E. 4TH ST.		Х	HOUSE #409			
W. 3RD ST.	х		HOUSE #326 - CONTRACTOR TO FIELD VERIFY LOCATION AND CONNECTION OF SERVICE INTO WATER MAIN.			
W. 3RD ST.	х		HOUSE #330 - CONTRACTOR TO FIELD VERIFY LOCATION AND CONNECTION OF SERVICE INTO WATER MAIN.			
TOTAL	10	16				







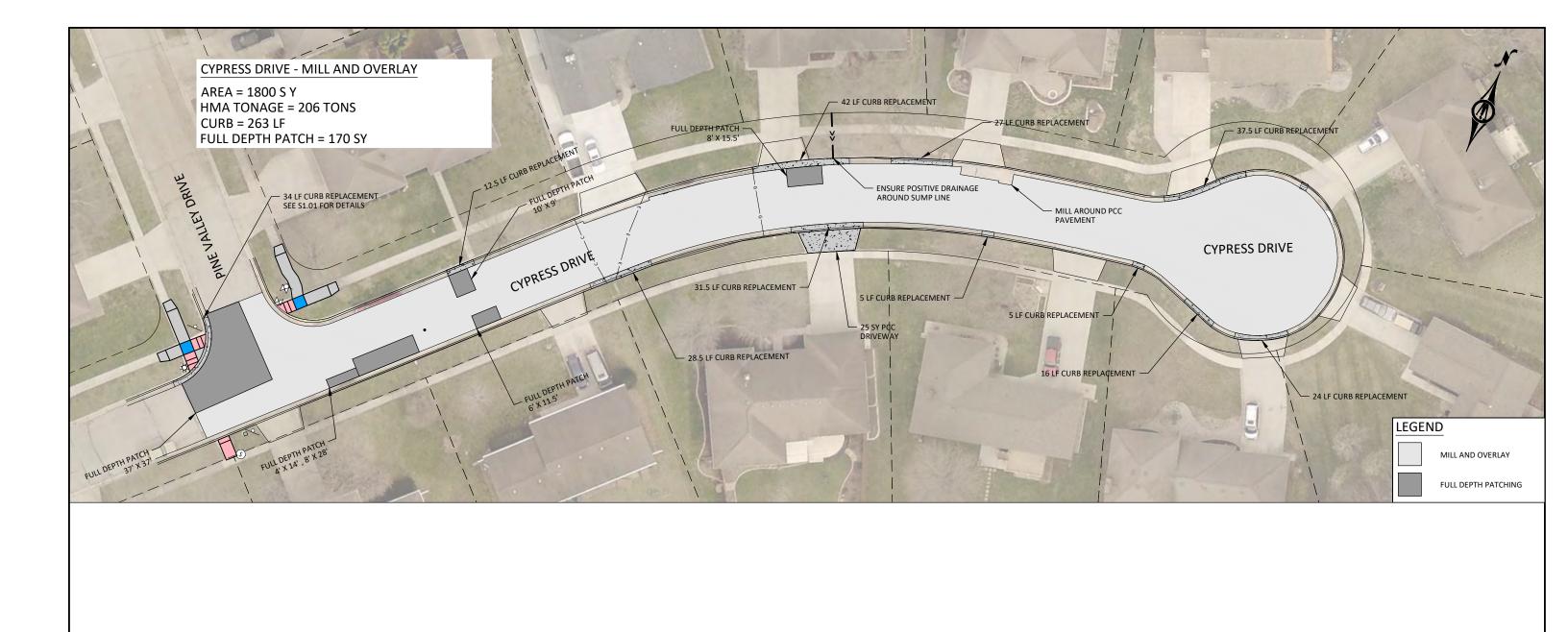


HORZ. SCALE FEET



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.cor
www.bolton-menk.com

						1
DESIGNED	REV	DESCRIPTION	DATE	CITY OF HUXLEY	SHEET	1
TLB				CITY OF HOXLEY	SHEET	1
TLB				2021 STREET REPAIRS - H.M.A. REHABILITATION	D1 03	ı
CHECKED					DT.D2	1
EDC CLIENT PROJ. NO.				HMA REHABILITATION - CEDAR LANE		1
0Δ1 12/1377				THE TABLET A TOTAL CEDATE DIVE		1

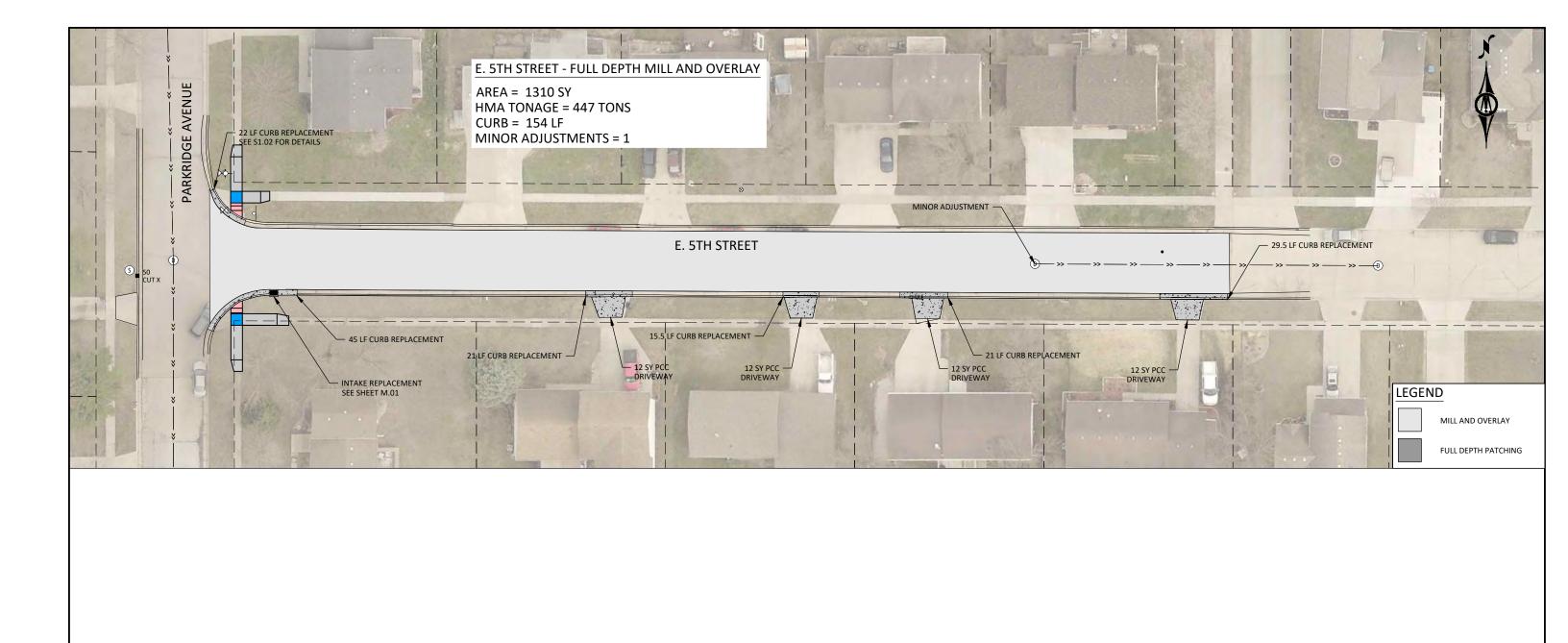


HORZ. SCALE FEET



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.cor
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE	CITY OF HILIYLEY	SHEET	
TLB				CITY OF HUXLEY	SIILLI	
DRAWN				2024 CERET REPAIRS II MA A RELIABILITATION	_	
TLB				2021 STREET REPAIRS - H.M.A. REHABILITATION	ואח חח	
EDC					D 1.07	
CLIENT PROJ. NO.				HMA REHABILITATION - CYPRESS DRIVE		
ΩΔ1 12/1377				HIVIA REHABILITATION - CIFRESS DRIVE		

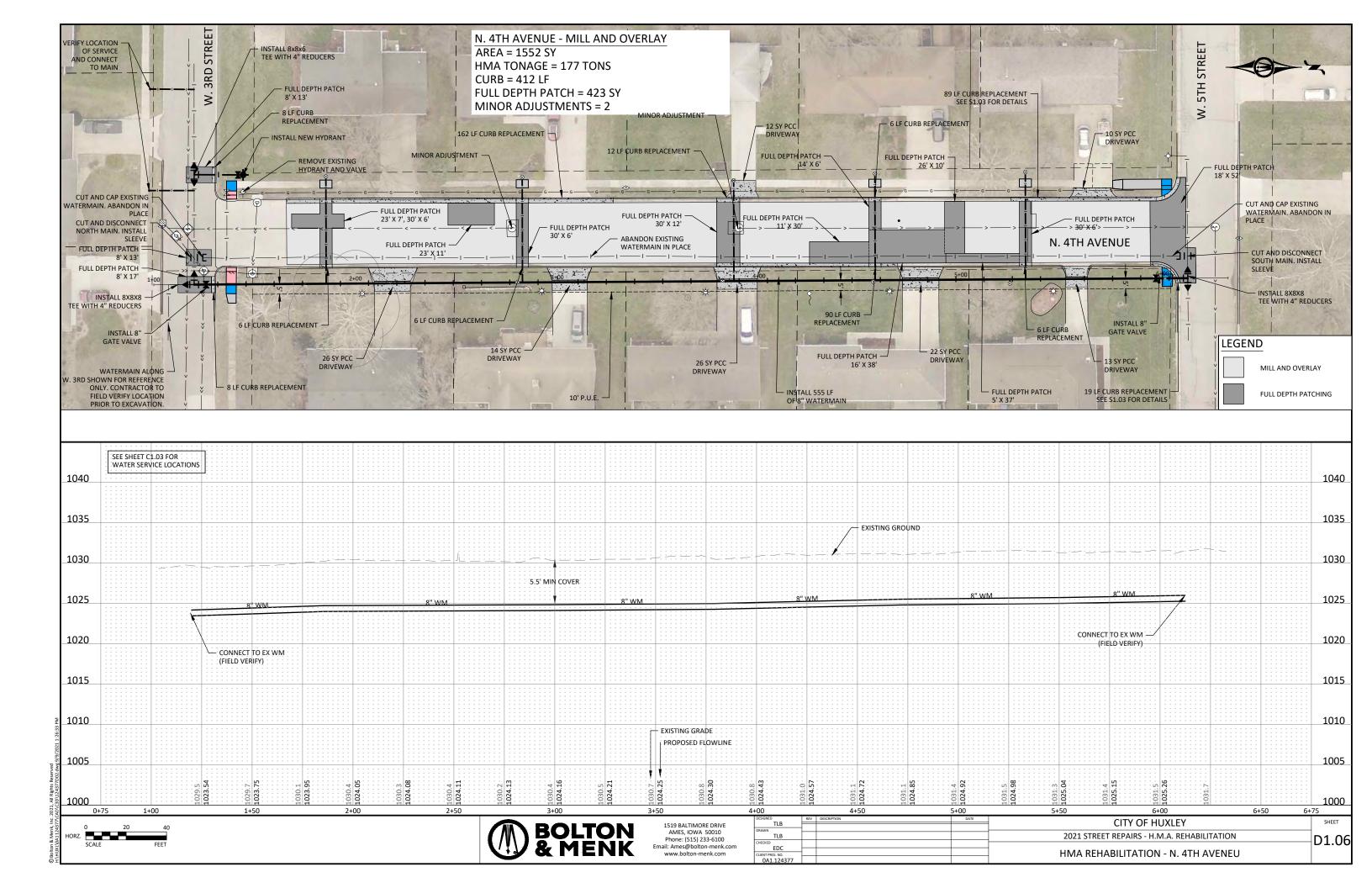


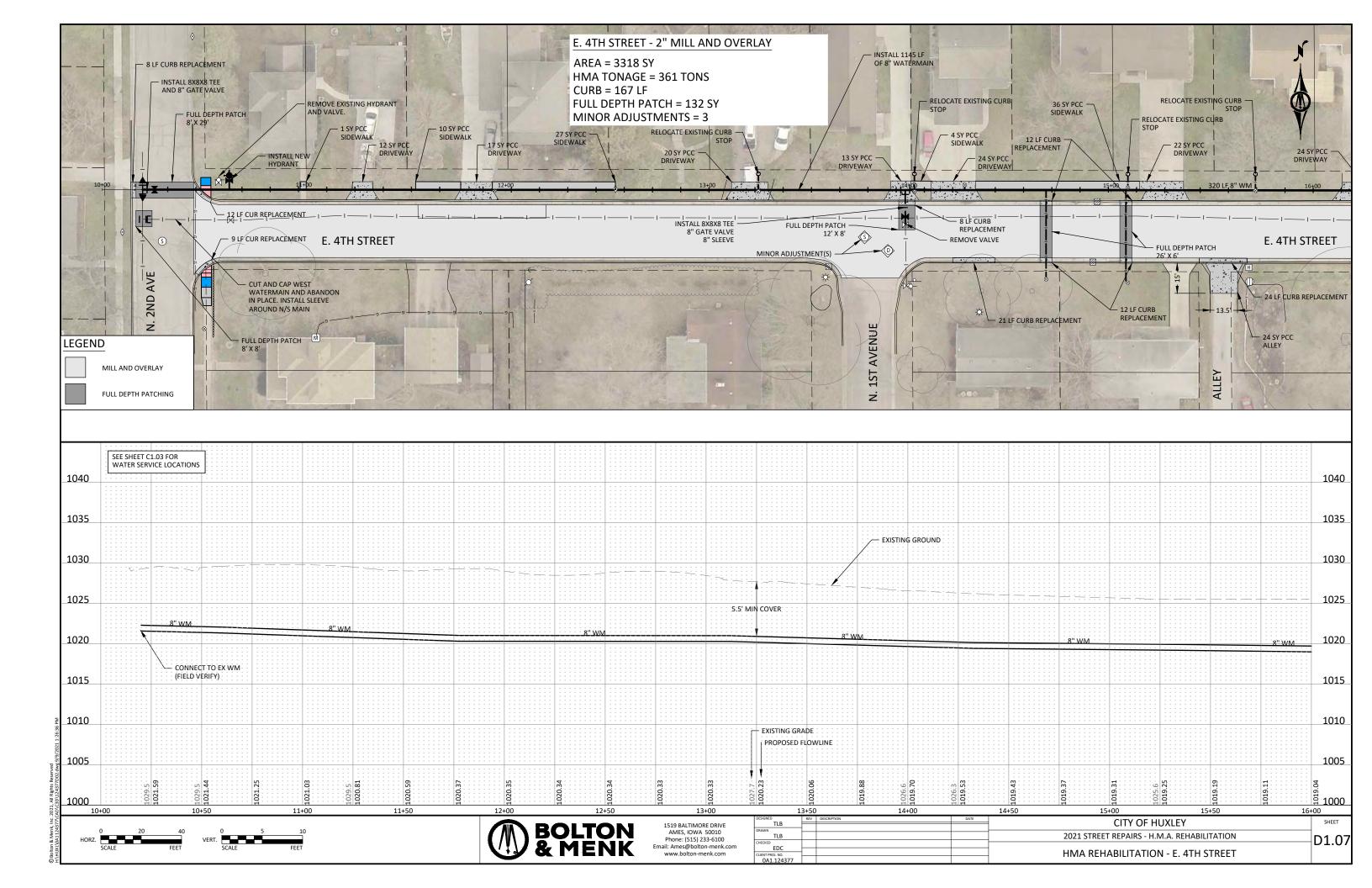
HORZ. SCALE FEET

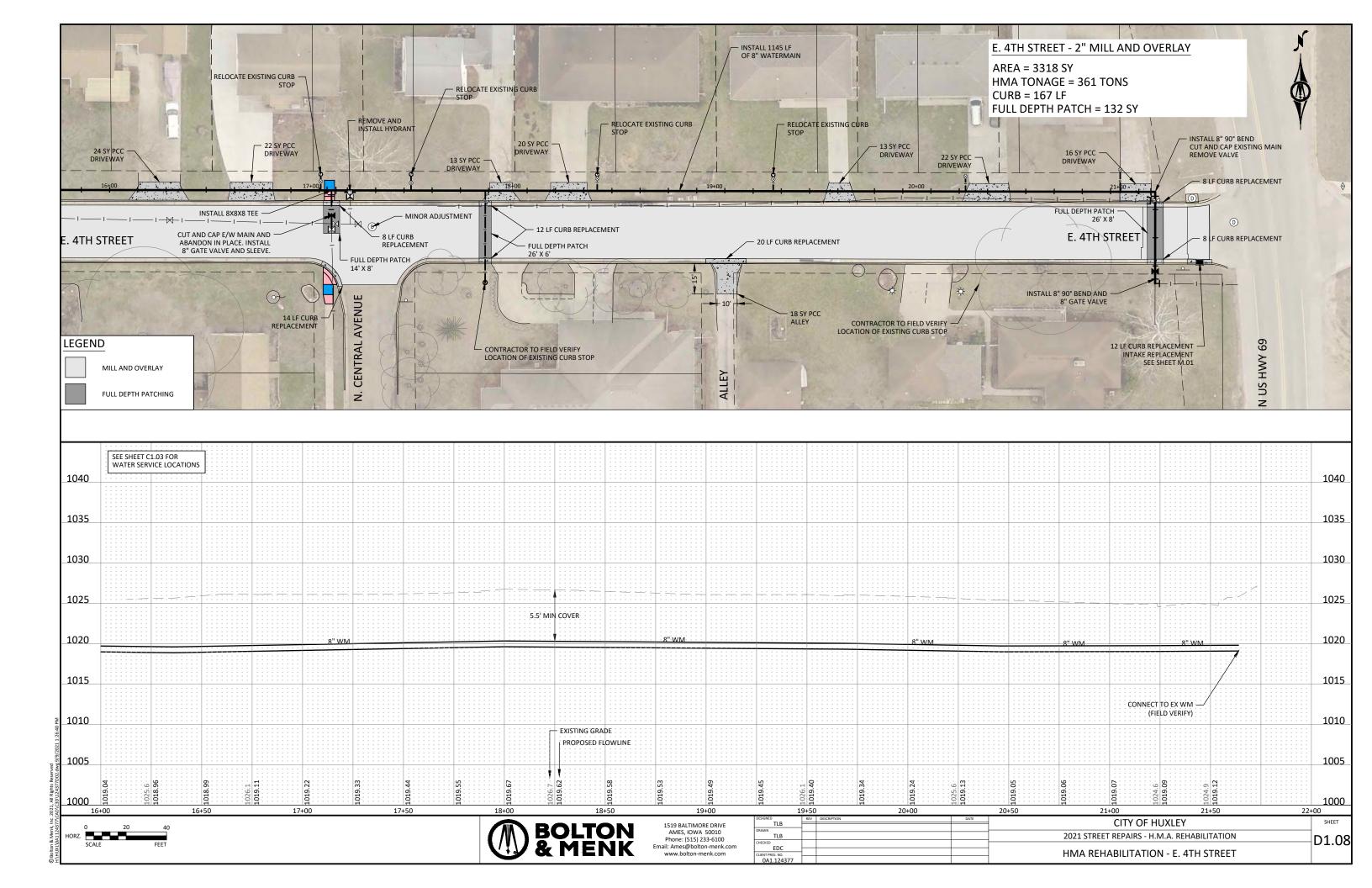


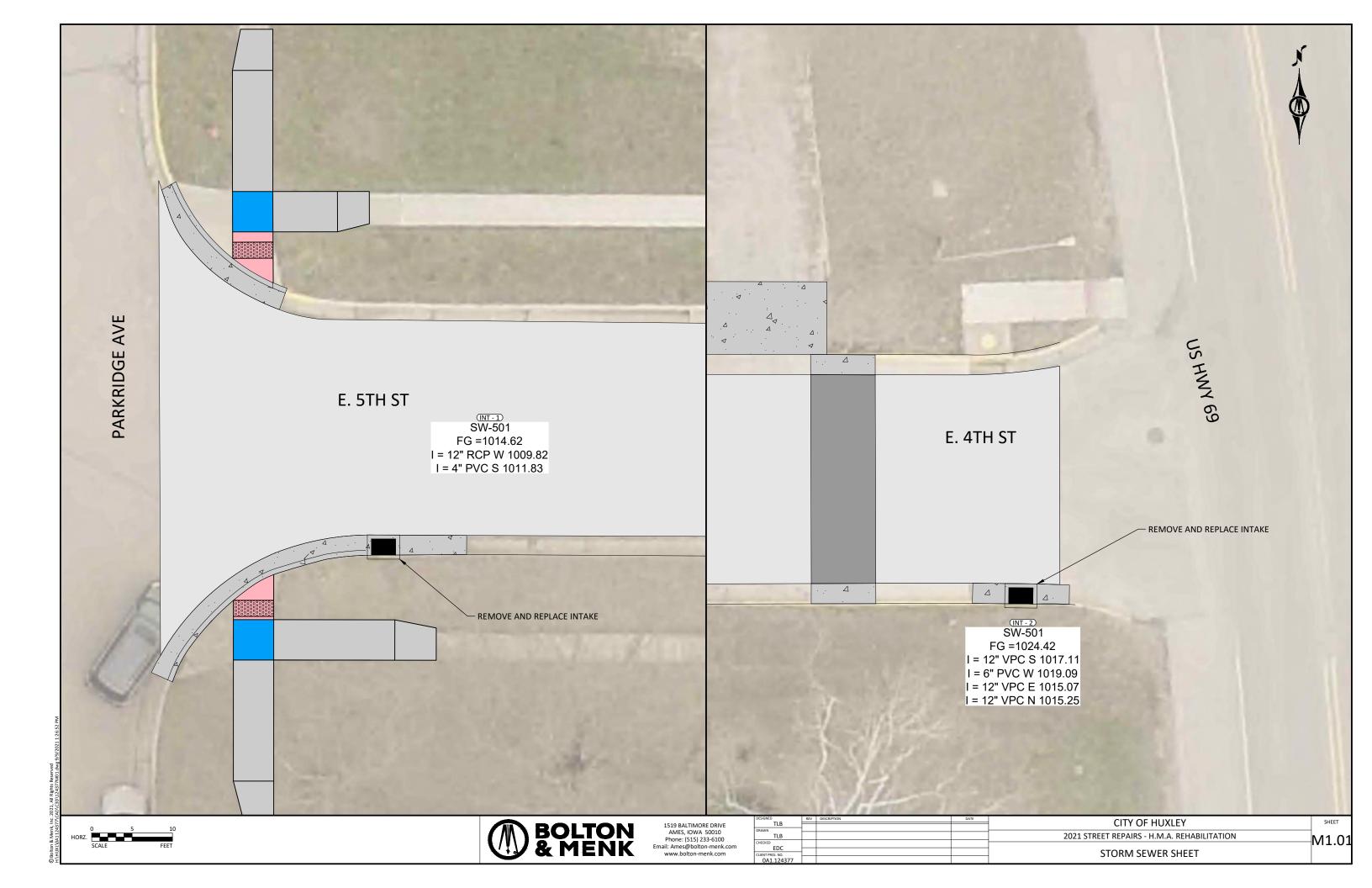
1519 BALTIMORE DRIVE	
AMES, IOWA 50010	
Phone: (515) 233-6100	
Email: Ames@bolton-menk.co	n
www.bolton-menk.com	

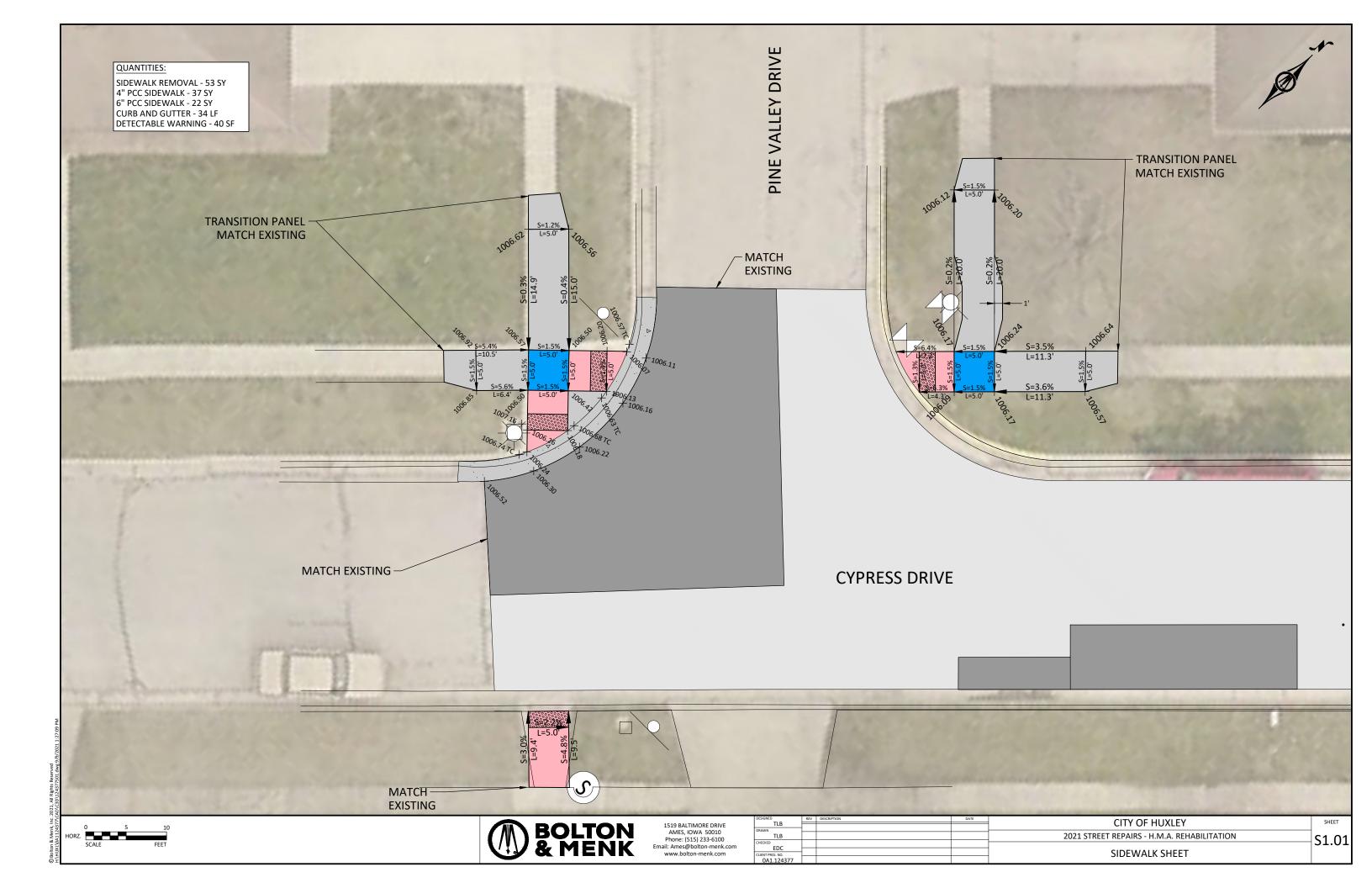
IGNED	REV	DESCRIPTION	DATE	CITY OF HUXLEY	SHEET
TLB				CIT OF HOXLET	SHEET
TLB				2021 STREET REPAIRS - H.M.A. REHABILITATION	חז חב
EDC					וכט.דט
EDC INT PROJ. NO.				HMA REHABILITATION - E. 5TH STREET	
0Δ1 12/1377				THE PROPERTY CONTROLLED	

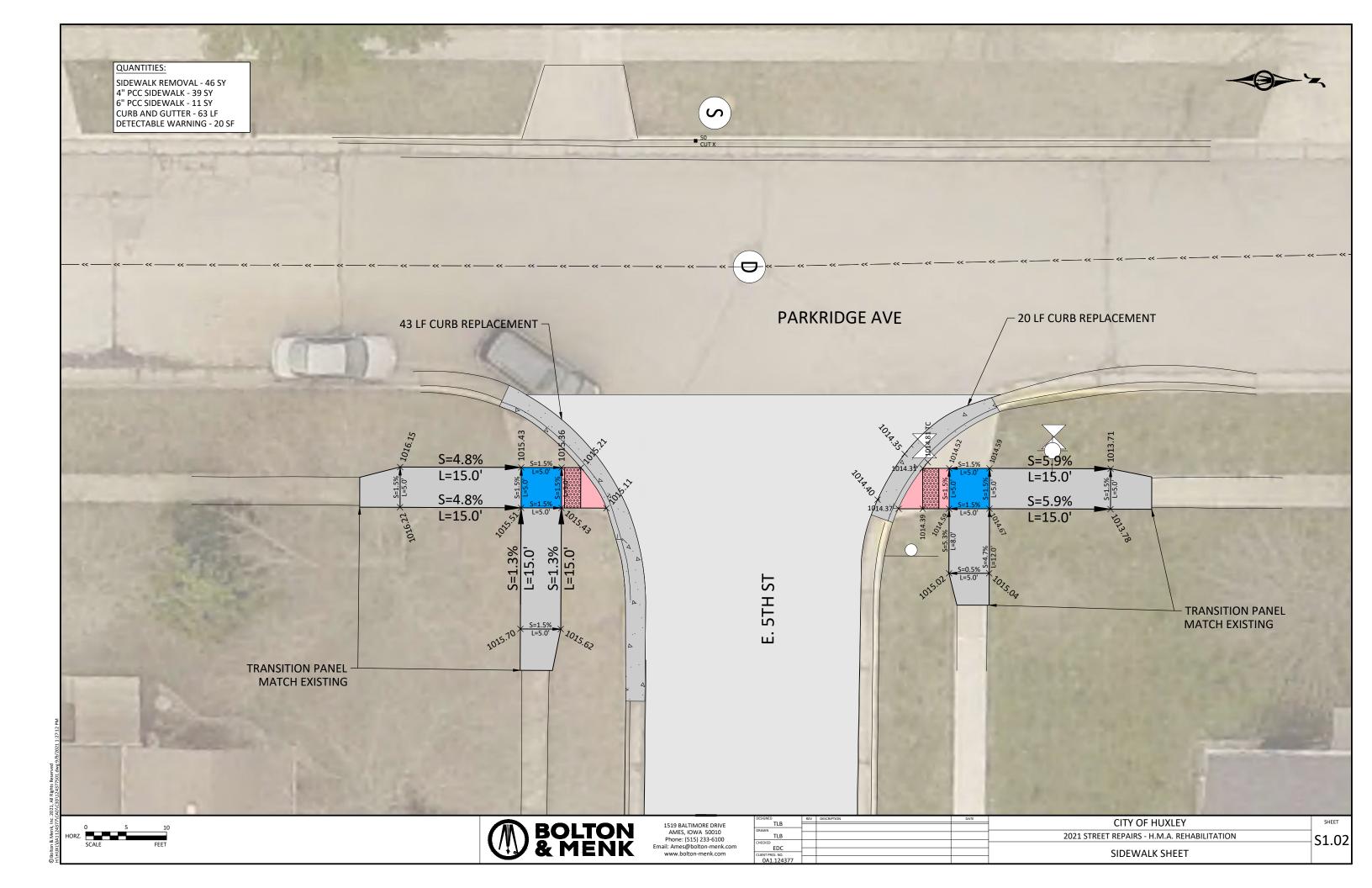


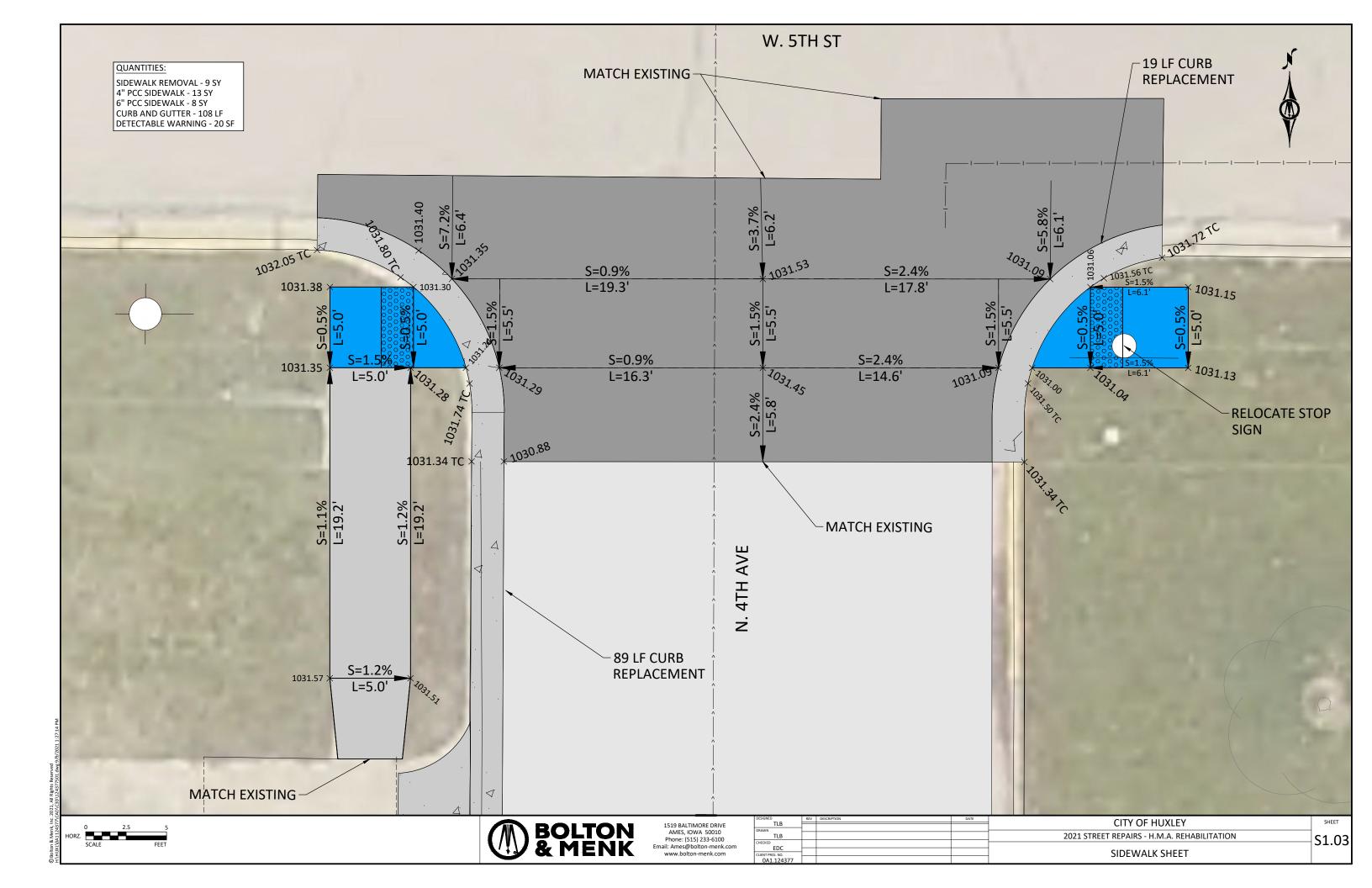


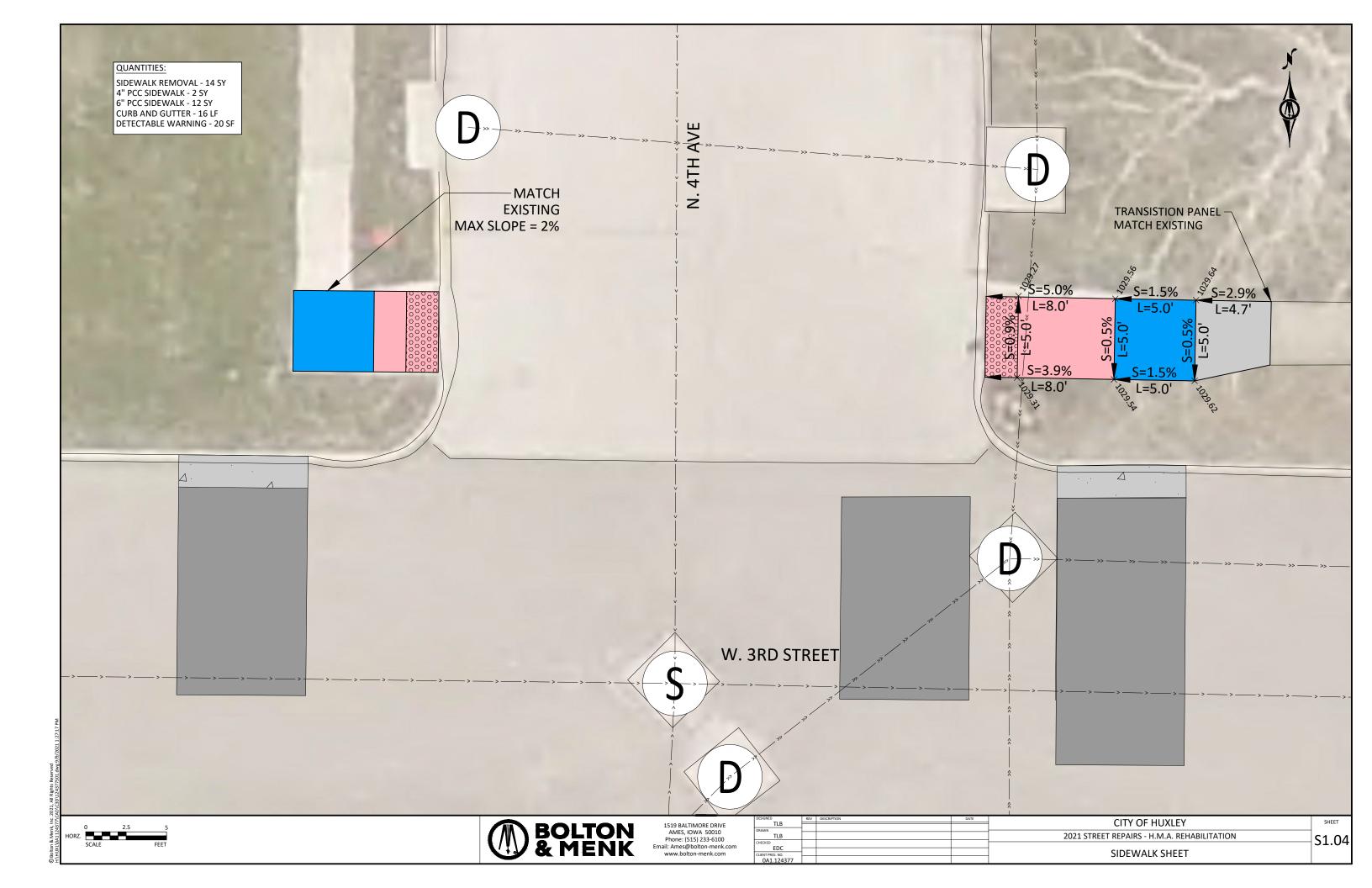


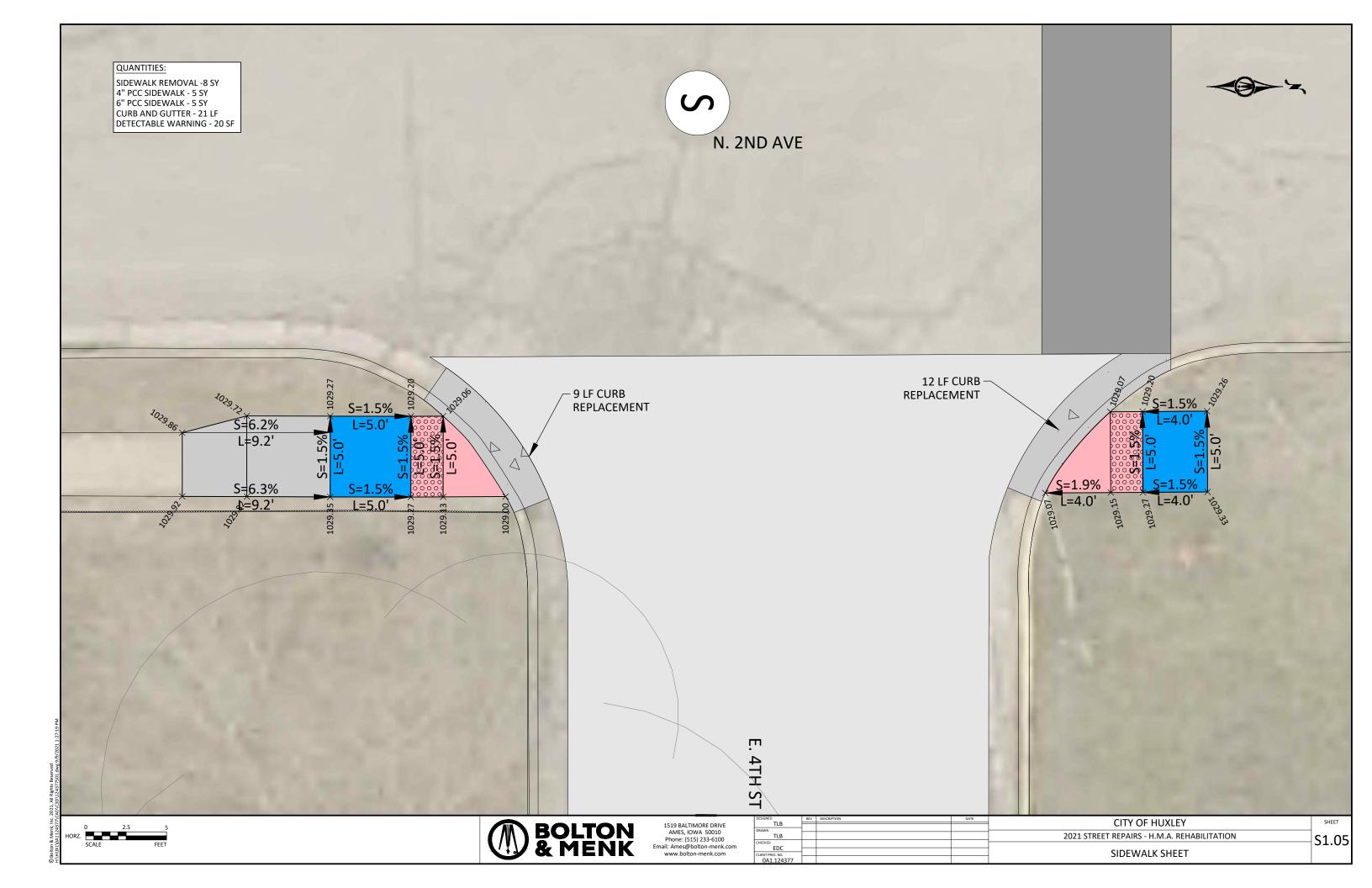


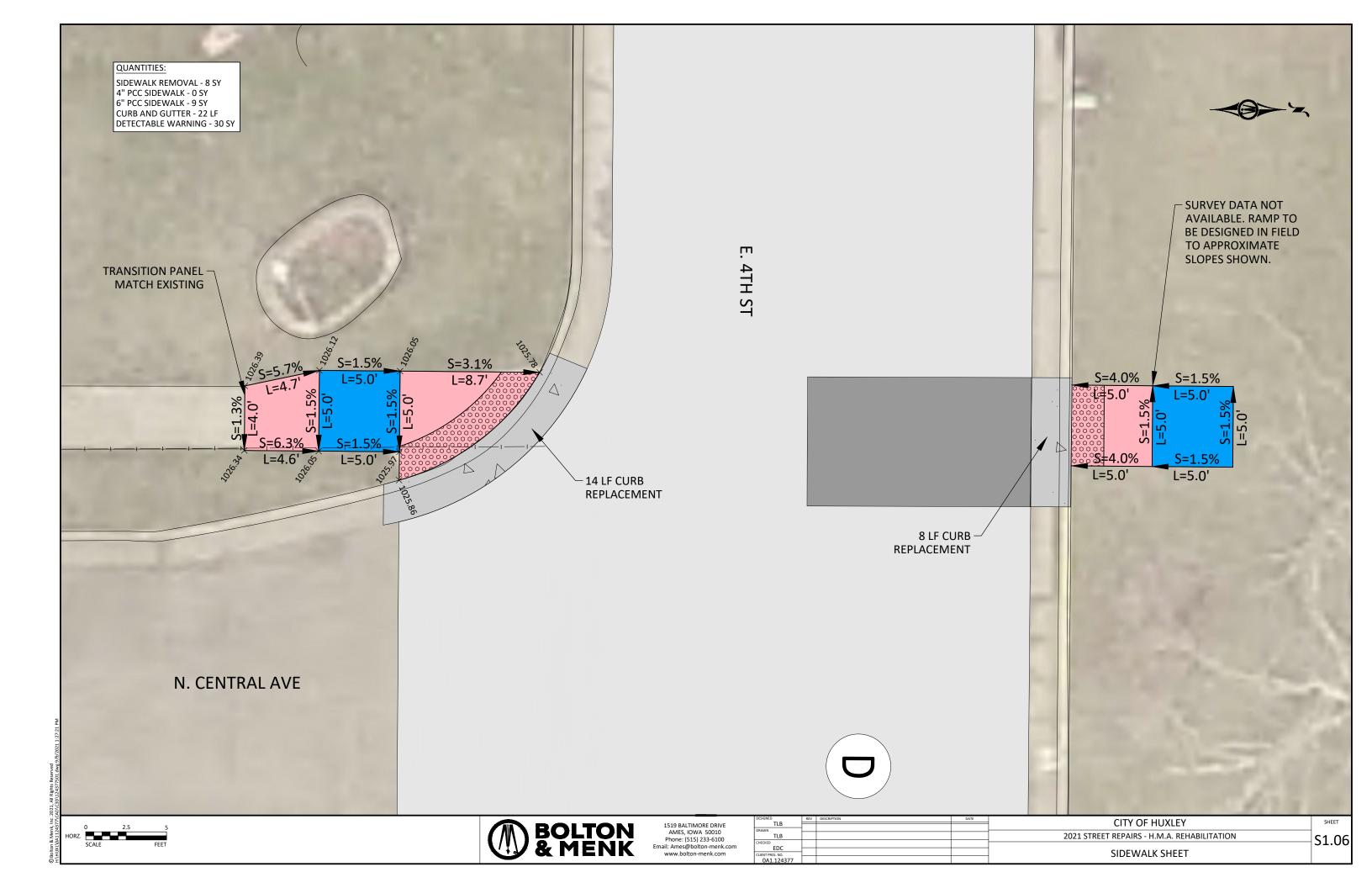












Ph: (515) 233-6100 Fax: (515) 233-4430

Bolton-Menk.com



Real People, Real Solutions.

October 13, 2021

Rita Connor City of Huxley City Administrator 515 N Main Avenue Huxley, Iowa 50124

RE: 2021 Street Repairs/HMA Rehabilitation

Dear Rita,

On October 7, 2021 bids were received for the above project and are as follows:

Manatt's, Inc.	\$663,374.50
Des Moines Asphalt and Paving	\$705,830.75
Grimes Asphalt and Paving	\$861,270.50

Based on the bids received it is recommended to award the project contract to Manatt's Inc. in the amount of \$663,374.50.

If you have any questions or comments please contact me at 515-233-6100 Ext. 3564 or email at eric.cowles@bolton-menk.com

Sincerely,

**BOLTON & MENK, INC.** 

500 Cowles

Eric Cowles, P.E. Project Manager

Cc: Greg Broussard

#### **RESOLUTION NO. 21-096**

# RESOLUTION AWARDING CONTRACT FOR THE STREET PAVING PROJECTS TO MANATT'S AND AUTHORIZING MAYOR TO EXECUTE CONTRACT

WHEREAS, on October 7, 2021 bids were opened for the Street Paving Projects and;

WHEREAS, Manatt's was the low bidder of three at \$663,374.50 and;

Aye

Roll Call

Jolene Lettow, City Clerk

**WHEREAS,** City Council is recommended to award the project to Manatt's, following which the company will execute the contract and submit bonds for the project and the Mayor will execute the contract.

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of Huxley, Iowa, as follows:

Approve Award of the Street Paving Projects Contract to Manatt's and authorize Mayor to execute same.

Nay

**Absent** 

	•	•				
Nate Easter David Kuhn Greg Mulder Rick Peterson Tracey Roberts						
PASSED, ADOPTED AND APPROVED this 26 <sup>th</sup> day of October.						
<u>APPROVAL BY MAYOR</u>						
I hereby approve the foregoing <u>Resolution No. 21-096</u> by affixing below my official signature as Mayor of the City of Huxley, Iowa, this $26^{th}$ day of October.						
ATTEST:		Kevin	Deaton, Mayor			

RESOLUTION NO.	21-098
----------------	--------

Resolution approving Bond Purchase Agreement for the sale of Water Revenue Improvement and Refunding Bonds, Series 2021A and Authorizing the Call of Water Revenue Refunding Bonds, Series 2013B

WHEREAS, the City of Huxley (the "City"), in Story County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the "Series 2013B Bond Resolution"), the City has heretofore issued its Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013 (the "Series 2013B Bonds") in the aggregate principal amount of \$985,000, a portion of which remain outstanding, maturing on June 1 in the year, and in such amount, and bearing interest at such rate as follows:

<u>Date</u>	<u>Principal</u>	Interest Rate
2022	\$115,000	2.00%

; and

WHEREAS, pursuant to the Series 2013B Bond Resolution, the City reserved the right to call the Series 2013B Bonds maturing in the year 2022 (the "Callable Series 2013B Bonds") for optional early redemption on June 1, 2019, or on any date thereafter on terms of par and accrued interest; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$7,425,000 for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the Utility; and (2) current refunding the Callable Series 2013B Bonds; and pursuant to law and duly published noticed published notice of the proposed action has held a hearing thereon on September 28, 2021; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the Water Improvement and Refunding Bonds, Series 2021A (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City Council has approved the P.O.S. and has authorized its use by Northland Securities, Inc. (the "Underwriter"); and

WHEREAS, a certain Bond Purchase Agreement has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter, and it is now necessary

for the City Council to approve the Bond Purchase Agreement and make provision for its execution and delivery; and

WHEREAS, it is now necessary for the City to authorize the calling of the Callable 2013B Bonds for early redemption on November 30, 2021 (the "Redemption Date"); and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

- Section 1. The City Council hereby approves the Bond Purchase Agreement in substantially the form as has been presented to the City Council. The Mayor and the City Clerk are hereby authorized to execute the Bond Purchase Agreement on behalf of the City and to deliver the same to the Underwriter.
- Section 2. BOKF, N.A., Lincoln, Nebraska, as Registrar and Paying Agent for the Series 2013B Bonds, is hereby authorized to take all action necessary to call the 2013B Bonds for early redemption on the Redemption Date, and is further authorized and directed to give notice of such redemption by sending notice by electronic means or by certified mail to each of the registered owners of the Callable 2013B Bonds to be redeemed at the addresses shown on the City's registration books, not less than 30 days prior to the Redemption Date.
- Section 3. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting scheduled for November 9, 2021.
- Section 4. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.
- Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 26, 2021.

	Mayor		
Attest:			
City Clerk			

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

# MINUTES TO AUTHORIZE BOND PURCHASE AGREEMENT

419996-62

Huxley, Iowa

October 26, 2021
The City Council of the City of Huxley, Iowa, met on October 26, 2021, at o'clock, m., at the, Huxley, Iowa.
The meeting was called to order by the Mayor, and the roll was called showing the following members of the City Council present and absent:
Present:
Absent:
After due consideration and discussion, Council Member
resolution, and the roll being called, the following Council Members voted:
Ayes:
Nays:

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

## ATTESTATION CERTIFICATE

STATE OF IOWA		
COUNTY OF STORY	SS:	
CITY OF HUXLEY		
I, the undersigned, City Cler is a true and correct copy of the prapproval of a bond purchase agreem	coceedings of the City Cour	hereby certify that attached hereto ncil relating to the City Council's
WITNESS MY HAND this	day of	, 2021.
	City Clerk	



October 20, 2021

### Via Email

Rita Conner City Administrator/City Hall Huxley, Iowa

Re: Water Revenue Improvement and Refunding Bonds, Series 2021A

Our File No. 419996-62

Dear Rita:

We have prepared and attach proceedings related to the action to be taken on the approval of a bond purchase agreement for the Water Revenue Improvement and Refunding Bonds, Series 2021A at the October 26<sup>th</sup> City Council meeting. These materials also authorize the calling of the 2013B Bonds for early redemption on November 30, 2021. Please let us know if you need assistance with respect to providing notice of redemption to the holder(s) of those Notes.

The proceedings attached include the following items:

- 1. Minutes of the meeting, followed by the resolution providing for the approval of a Bond Purchase Agreement with Northland Securities, Inc.
  - 2. Attestation Certificate with respect to the validity of the transcript.

Please take time to review the proposed Bond Purchase Agreement and contact me to discuss as needed.

As these proceedings are completed, please return one fully executed copy to our office via email to lemke.susan@dorsey.com.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jolene Lettow

Northland Securities, Inc.

Chad Shirk

RESOLUTION NO. 21-099

Resolution authorizing early redemption of Sewer Revenue Refunding Bonds, Series 2013C

WHEREAS, the City of Huxley (the "City"), in Story County, State of Iowa previously issued its \$925,000 Sewer Revenue Refunding Bonds, Series 2013C, dated April 30, 2013 (the "Outstanding Bonds"), a portion of which currently remain outstanding, maturing on June 1, in each of the years and in such amounts as follows:

	Principal
<u>Year</u>	<u>Amount</u>
2022	\$ 80,000
2025	\$250,000

; and

WHEREAS, pursuant to the resolution authorizing the issuance of the Outstanding Bonds, the City reserved the right to call part or all of the Outstanding Bonds for optional early redemption on June 1, 2019 or on any date thereafter, on terms of par and accrued interest; and

WHEREAS, it has been proposed that the City Council authorize the early redemption of the Outstanding Bonds on December 1, 2021 (the "Redemption Date");

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. BOKF, N.A., as Registrar and Paying Agent for the Outstanding Bonds, is hereby authorized to take all action necessary to call all outstanding principal of the Outstanding Bonds for early redemption on the Redemption Date. BOKF, N.A. is further authorized and directed to give notice of such redemption by sending written notice by electronic means or regular mail to the registered owners of the Outstanding Bonds to be redeemed at the addresses shown on the City's registration books, not less than thirty (30) days prior to the Redemption Date.

Section 2. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 3.

adoption and approval, as provided by law.	
Passed and approved October 26, 2021.	
	Mayor
	Mayor
Attest:	
City Clark	
City Clerk	

This resolution shall be in full force and effect immediately upon its

## ATTESTATION CERTIFICATE

STATE OF IOWA STORY COUNTY CITY OF HUXLEY	SS:				
I, the undersigne is a true and correct cop intention to call and re 2013C, dated April 30, 2	by of the proceed the City	eedings of the Cit	y Council rela	•	Council's
WITNESS MY I	HAND this	day of		, 2021.	
		City	Clerk		

# MINUTES TO AUTHORIZE REDEMPTION OF BONDS

419996-37

Huxley, Iowa

nuxley, lowa
October 26, 2021
The City Council of the City of Huxley, Iowa, met on October 26, 2021, at o'clockm., at the, Huxley, Iowa.
The Mayor presided and the roll was called showing the following members of the Ci Council present and absent:
Present:
Absent:
After due consideration and discussion, Council Member
Ayes:
Nays:
Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.
••••
At the conclusion of the meeting and upon motion and vote, the City Council adjourned
Mayor
Attest:
City Clerk



October 19, 2021

### Via Email

Rita Conner City Administrator/City Hall Huxley, IA

Re: Redemption of Sewer Revenue Refunding Bonds, Series 2013C

Our File No. 419996-37

Dear Rita:

We have prepared and attach proceedings for use at the October 26, 2021, City Council meeting in order to authorize early redemption of the City's outstanding Sewer Revenue Refunding Bonds, Series 2013C, dated April 30, 2013.

The proceedings attached include the following items:

- 1. Resolution of the City Council authorizing the redemption of the City's outstanding Sewer Revenue Refunding Bonds.
  - 2. Certificate attesting transcript.

As these proceedings are completed, please return one fully executed copy to our office. Also, please e-mail an executed copy of this Resolution to Chad Shirk at BOKF, N.A. at cshirk@bokf.com.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

### Attachments

cc: Jolene Lettow Chip Schultz BOKF, N.A. RESOLUTION NO. 21-100

Resolution authorizing early redemption of a General Obligation Emergency Vehicle Acquisitions Note

WHEREAS, the City of Huxley (the "City"), in Story County, State of Iowa previously issued its \$360,000 General Obligation Emergency Vehicle Acquisitions Note, dated February 25, 2016 (the "Outstanding Note"), a portion of which currently remains outstanding, maturing on June 1, in each of the years and in such amounts as follows:

	Principal
<u>Year</u>	<u>Amount</u>
2022	\$37,000
2023	\$38,000
2024	\$39,000
2025	\$41,000

; and

WHEREAS, pursuant to the resolution authorizing the issuance of the Outstanding Note, the City reserved the right to prepay principal of the Outstanding Note in whole or in part at any time prior to and in inverse order of maturity on terms of par and accrued interest; and

WHEREAS, it has been proposed that the City Council authorize the early redemption of the Outstanding Note on December 1, 2021 (the "Redemption Date");

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

- Section 1. The City Clerk, as Registrar and Paying Agent for the Outstanding Note, is hereby authorized to take all action necessary to call all outstanding principal of the Outstanding Note for early redemption on the Redemption Date. The City Clerk is further authorized and directed to provide a copy of this Resolution, when executed, as notice of such redemption, to South Story Bank & Trust, Huxley, Iowa as lender.
- Section 2. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

### MINUTES TO AUTHORIZE REDEMPTION OF NOTE

419996-42

Huxley, Iowa
October 26, 2021
The City Council of the City of Huxley, Iowa, met on October 26, 2021, at o'clock, m., at the, Huxley, Iowa.
The Mayor presided and the roll was called showing the following members of the City Council present and absent:
Present:
Absent:
After due consideration and discussion, Council Member
resolution, and the roll being called, the following Council Members voted:
Ayes:
Nays:
Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.
••••
At the conclusion of the meeting and upon motion and vote, the City Council adjourned.
Mayor
Attest:
City Clerk

adoptio	Section 3. on and approva	This resolution l, as provided by		e in	full	force	and	effect	immediately	upon	its
	Passed and app	proved October 2	6, 2021.								
					Mag	yor					
Attest:											
City C	lerk										

## ATTESTATION CERTIFICATE

STATE OF IOWA STORY COUNTY CITY OF HUXLEY	SS:			
is a true and correct co	opy of the proc redeem the Ci	eedings of the City ty's outstanding Ge	, do hereby certify that attac Council relating to the City neral Obligation Emergence	Council's
WITNESS MY	HAND this	day of	, 2021.	
		City C	lerk	



October 19, 2021

### Via Email

Rita Conner City Administrator/City Hall Huxley, IA

Re: Redemption of General Obligation Emergency Vehicle Acquisitions Note

Our File No. 419996-42

Dear Rita:

We have prepared and attach proceedings for use at the October 26, 2021, City Council meeting in order to authorize early redemption of the City's outstanding General Obligation Emergency Vehicle Acquisitions Note, dated February 25, 2016.

The proceedings attached include the following items:

- 1. Resolution of the City Council authorizing the redemption of the City's outstanding General Obligation Emergency Vehicle Acquisitions Note.
  - 2. Certificate attesting transcript.

As these proceedings are completed, please return one fully executed copy to our office. Also, please forward an executed copy of this Resolution to South Story Bank & Trust.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jolene Lettow Chip Schultz